

Clerk's stamp:

COURT FILE NUMBER 2301-07385

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, as amended

AND IN THE MATTER OF CYXTERA TECHNOLOGIES,
INC., CYXTERA CANADA, LLC, CYXTERA
COMMUNICATIONS CANADA, ULC and CYXTERA
CANADA TRS, ULC

APPLICANTS CYXTERA TECHNOLOGIES, INC., CYXTERA CANADA,
LLC, CYXTERA COMMUNICATIONS CANADA, ULC
AND CYXTERA CANADA TRS, ULC

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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AFFIDAVIT OF RAYMOND LI

Sworn on November 17, 2023

I, Raymond Li, of the City of New York in the State of New York, United States of America,
SWEAR AND SAY THAT:

PART 1 INTRODUCTION

1. I am the Deputy Chief Restructuring Officer (the "**DCRO**") of Cyxtera Technologies, Inc. ("**CTI**"), Cyxtera Canada, LLC ("**Cyxtera LLC**"), Cyxtera Communications Canada, ULC ("**Communications ULC**"), Cyxtera Canada TRS, ULC ("**TRS ULC**"), and TRS ULC and Communications ULC being "**Cyxtera Canada**", and Cyxtera Canada and Cyxtera LLC being

the “**Canadian Debtors**”) and the other Debtors (as defined below). I have served as the DCRO of the Canadian Debtors and the other Debtors since May 5, 2023.

2. I am also a Director in the Turnaround & Restructuring Services Practice at AlixPartners LLP (“**AlixPartners**”). I specialize in advising management teams, boards of directors, and creditors in distressed situations. I have nearly fifteen years of experience as a financial advisor to public and private companies, serving in a variety of capacities, including positions within senior management. I have served as a Director at AlixPartners since 2018, when AlixPartners acquired my previous financial advisory firm, Zolfo Cooper. I held several roles at Zolfo Cooper from 2009 until its acquisition in 2018, including Senior Director from 2017 to 2018. Prior to Zolfo Cooper, I was a Senior Manager at KPMG. I hold a B.S. from Carnegie Mellon University and an M.B.A from the Stern School of Business at New York University.
3. In my capacity as DCRO, I am generally familiar with the Debtors’ day-to-day operations, business and financial affairs, and books and records. I have assisted the Debtors in a variety of tasks, including working directly with the Debtors’ management team and key business personnel—including, but not limited to, members of the finance, legal, and human resources groups—to evaluate the Debtors’ liquidity requirements, general operations, and strategic restructuring considerations. Except as otherwise indicated, all facts set forth in this Affidavit are based upon my personal knowledge, my discussions with other members of the Debtors’ management team and the Debtors’ advisors, my review of relevant documents and information concerning the Debtors’ operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge.
4. I am over the age of 18 years and as the DCRO of CTI and the Canadian Debtors, I am authorized by them to swear this Affidavit. I have reviewed the business records maintained by the Canadian Debtors herein in respect of the matters at issue in this Application, which I verily believe were made in the ordinary and usual course of business. Where I do not have direct personal knowledge of matters deposed to herein, and my knowledge is derived from my review of the business records, I have attached relevant copies of those business records as exhibits to my Affidavit.
5. This Affidavit is filed with this Honourable Court in the proceedings (the “**Recognition Proceedings**”) of CTI, as foreign representative of the Canadian Debtors (the “**Foreign Representative**”), and the Canadian Debtors under Part IV of the *Companies’ Creditors*

Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”). The Recognition Proceedings relate to the foreign main proceedings commenced by CTI, the Canadian Debtors and twelve (12) other affiliated corporations (the “**Chapter 11 Cases**”, and CTI, the Canadian Debtors and such affiliated corporations being the “**Debtors**”) under chapter 11 of title 11 of the *United States Code*, 11 U.S.C. §§ 101–1532 (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”).

6. All references to dollar amounts contained herein are in United States dollars unless otherwise stated.

PART 2 RELIEF REQUESTED

7. This Affidavit is submitted in support of an application by the Foreign Representative and the Canadian Debtors for the following Orders:

The Plan and Brookfield Orders

- (a) an Order, a copy of which is attached to the Application as **Schedule “A”** (the “**Confirmation Recognition Order**”):
- (i) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (the “**Confirmation Order**”) (1) making findings of fact, conclusions of law, and (2) confirming the fourth amended joint Chapter 11 plan reorganization of CTI and its Debtor Affiliates pursuant to Chapter 11 of the US Bankruptcy Code (the “**Plan**”), which, among other things:
- (A) (x) confirms the Plan together with the Plan Supplement (as defined in the Plan), (y) declares that the Plan, the Plan Supplement, and the Confirmation Order shall be effective and binding as of the Effective Date (as defined in the Plan) on all parties in interest including (1) the Debtors, (2) the Holders of DIP Claims (as defined in the Plan), (3) the Holders of the Receivables Program Claims (as defined in the Plan), (4) the Holders of First Lien Claims (as defined in the Plan), (5) the Holders of General Unsecured Claims (as defined in the Plan), (6) the Committee (as defined in the Plan), (7) Phoenix (as defined below) and (8) all other Holders of Claims and Interests (as defined in the Plan), and (z) overrules in their

entirety all Objections (as defined in the Plan), responses, reservations and comments in opposition to the Plan;

- (B) authorizes the Debtors to enter into and perform their obligations under an asset purchase agreement dated as of October 31, 2023 (the “**Brookfield APA**”, and the purchase and sale transaction thereunder the “**Brookfield Transaction**”) by and among Phoenix Data Center Holdings LLC as purchaser (“**Phoenix**”) and CTI, the Canadian Debtors, certain other Debtors and affiliates of Cyxtera who sign, or deliver joinders to, the Brookfield APA as sellers (collectively, the “**Sellers**”);
 - (C) approves the sale of the Acquired Assets (as defined in the Brookfield APA), free and clear of all Encumbrances (as defined in the Brookfield APA) other than Permitted Encumbrances (as defined in the Brookfield APA);
 - (D) approves the assumption and assignment of Assigned Contracts and Acquired Leases (as defined in the Brookfield APA) attached to this Affidavit or otherwise designated in accordance with the Brookfield APA; and
 - (E) grants related relief; and
- (ii) upon the filing of a certificate of the Chief Restructuring Officer or Deputy Chief Restructuring Officer that all conditions precedent to the closing of the Brookfield Transaction have been satisfied or waived (the “**Brookfield Closing Certificate**”):
- (A) all of Communications ULC’s right, title and interest in and to the Acquired Assets (as defined in the Brookfield APA) shall vest absolutely in the name of Phoenix, free and clear of and from any and all Encumbrances (as defined in the Brookfield APA) other than Permitted Encumbrances (as defined in the Brookfield APA);
 - (B) all of the rights and obligations of Communications ULC under the Assigned Contracts and Acquired Leases (as defined in the Brookfield

APA) shall be assigned, conveyed and transferred to and assumed by Phoenix pursuant to section 11.3 of the CCAA, with such the assignment of the Acquired Contracts and Acquired Leases being declared valid and binding upon all of the Counterparties to the Assigned Contracts and Acquired Leases notwithstanding any restriction, condition or prohibition contained in any Assigned Contracts and Acquired Leases relating to the assignment thereof, including any provision requiring the consent to any assignment by a Counterparty;

- (C) all of the right, title and interest of the Canadian Debtors in and to the Acquired Assets under the Brookfield APA will vest in Phoenix on the terms set out therein; and
- (D) assigning to Phoenix all of the rights and obligations of the Canadian Debtors under the Assigned Contracts and Acquired Leases,

but subject to the provisions of the Cologix Recognition Order described in paragraph 7(b) of this Affidavit;

- (iii) an Order that upon the filing of the Brookfield Closing Certificate, the Canadian Debtors are authorized and directed to deliver to the Registrar of Corporations (“**Registrar**”) appointed under the *Business Corporations Act* of Alberta (the “**ABCA**”) the Brookfield Closing Certificate, the Confirmation Recognition Order, the Initial Recognition Order – Foreign Main Proceeding Dated June 7, 2023, and Articles of Reorganization of each of Communications ULC and TRS ULC under sections 173(1) and 192(1) and (4) of the ABCA to change the names of Communications ULC and TRS ULC to numbered corporations having numbers assigned by the Registrar and in the style of “[*assigned number*] Alberta Inc.”, and authorizing the Registrar to issue certificates under sections 172 and 192 making such changes of corporate names effective;

*Cologix Orders*¹

- (b) an Order, a copy of which is attached to the Application as **Schedule “B”** (the “**Cologix Recognition Order**”):
- (i) recognizing and giving effect in Canada to the Order of the US Bankruptcy Court (the “**Canada Sale Order**”), which, among other things, authorizes and approves the entry into and performance by Communications ULC of the asset purchase agreement dated October 30, 2023 (the “**Cologix APA**”) between Communications ULC and Cologix Canada, Inc. (“**Cologix**”) and the sale thereunder of the Acquired Assets (as defined in the Cologix APA) and the assignment and assumption of the Assigned Contracts and Acquired Leases (as defined in the Cologix APA) and granting related relief; and
 - (ii) recognizing and giving effect in Canada to the Order of the US Bankruptcy Court, which, among other things, approves the assumption and assignment of certain additional Assigned Contracts and Acquired Leases in connection with the sale of the Acquired Assets (as defined in the Cologix APA) (the “**Supplemental Assignment of Acquired Agreements Order**”) as provided for under the Cologix APA; and
 - (iii) upon the satisfaction or waiver of the conditions precedent in the Cologix APA (the “**Conditions**”), other than the vesting and conveyance of the Acquired Assets (as defined in the Cologix APA) and the assignment and transfer of the Assigned Agreements and Acquired Leases (as defined in the Cologix APA) (such conditions being the “**Vesting Conditions**”), and the delivery by the Chief Restructuring Officer or Deputy Chief Restructuring Officer of a certificate (a “**Closing Certificate**”) confirming such satisfaction or waiver either before the closing of the Brookfield Transaction (the “**Brookfield Closing**”), or after the Brookfield Closing but prior to the date that is ninety (90) days following the Brookfield Transaction Closing (the “**Specified Date**”):

¹ Unless otherwise defined under paragraph 2(b), the definitions under paragraph 2(b) shall have the meaning under the asset purchase agreement dated October 30, 2023 between Communications ULC and Cologix Canada, Inc.

- (A) all of Communications ULC's right, title and interest in and to the Acquired Assets shall vest absolutely in the name of Cologix if the Cologix Transaction closes before the Brookfield Transaction or prior to the Specified Date, free and clear of and from any and all Encumbrances (as defined in the Cologix APA) other than Permitted Encumbrances (as defined in the Cologix APA); and
- (B) all of the rights and obligations of Communications ULC under the Assigned Contracts and Acquired Leases (as defined in the Cologix APA) shall be assigned, conveyed and transferred to and assumed by Cologix pursuant to section 11.3 of the CCAA, with such assignment of the Assigned Contracts and Acquired Leases Contracts being declared valid and binding upon all of the Counterparties to the Assigned Contracts and Acquired Leases notwithstanding any restriction, condition or prohibition contained in any Assigned Contracts and Acquired Leases relating to the assignment thereof, including any provision requiring the consent to any assignment by a Counterparty,

which vesting, assigning, conveying and transferring in favour of Cologix is deemed to be effective immediately upon the delivery of the Closing Certificate to Cologix and Phoenix, if the Conditions other than the Vesting Conditions are satisfied before the Brookfield Closing, or as of the Brookfield Closing if the Conditions other than the Vesting Conditions are satisfied or waived after the Brookfield Closing but before the Specified Date, provided that if the Conditions other than the Vesting Conditions are not satisfied before the Specified Date, the provisions of the Cologix Recognition Order, *inter alia*, vesting, assigning, conveying and transferring in favour of Cologix under the Cologix Recognition Order will be deemed to be of no force and effect; and

Miscellaneous Orders

- (c) an Order of this Honourable Court, substantially in the form attached to the Application as **Schedule “C”** (the “**Miscellaneous Recognition Order**”):
 - (i) recognizing and giving effect in Canada to the following Orders of the US Bankruptcy Court:
 - (A) an Order of the US Bankruptcy Court entered on June 29, 2023 (1) authorizing and approving procedures to reject or assume executory contracts and unexpired leases, and (2) granting related relief (the “**Contract Rejection/Assumption Procedures Order**”);
 - (B) a sixth interim Order entered on October 25, 2023 (x) authorizing the Debtors to (1) continue using the cash management system, (2) honour certain prepetition obligations related thereto, (3) maintain existing Debtor bank accounts, business forms, and books and records, and (4) continue intercompany transactions, and (y) granting related relief (the “**Sixth Interim Cash Management Order**”);
 - (C) an Order entered on November 13, 2023 (the “**Bid Protections Order**”) approving a break-up fee in the amount of \$23,250,000 and an expense reimbursement provision in an amount not to exceed \$7,750,000 granted in favour of Phoenix pursuant to section 8.2 of the Brookfield APA (the “**Bid Protections**”); and
 - (D) an Order Authorizing entered on July 19, 2023 authorizing the (1) retention of AP Services, LLC, (2) designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer effective as of the Petition Date, and (3) granting related relief (the “**Retention of AP Services Order**”);
 - (ii) approving the professional fees, costs and disbursements of Gowling WLG (Canada) LLP (“**Gowling**”) for the period up to and including November 14, 2023;

- (iii) approving the professional fees and disbursements of Alvarez & Marsal Canada Inc. as information officer in these proceedings (the “**Information Officer**”) for the period of October 1, 2023, up to and including October 31, 2023;
- (iv) approving the professional fees and disbursements of McMillan LLP (“**McMillan**”) as counsel for the Information Officer for the period of October 1, 2023, up to and including October 31; and
- (v) granting such further and other relief as this Honourable Court may deem appropriate.

PART 3 MATERIALS RELIED UPON

8. For the purpose of this Application, the substantive and continuing background to the Chapter 11 Cases and Recognition Proceedings is set out in, and CTI and the Canadian Debtors are relying upon, this Affidavit together with:

- (a) the Affidavit of Eric Koza, sworn June 6, 2023 (“**Koza Affidavit #1**”);
- (b) the Affidavit of Eric Koza #2, sworn on June 30, 2023 (“**Koza Affidavit #2**”);
- (c) the Affidavit of Eric Koza #3, sworn July 27, 2023 (“**Koza Affidavit #3**”);
- (d) the Affidavit of Eric Koza #4, sworn September 1, 2023 (“**Koza Affidavit #4**”);
- (e) the Affidavit of Eric Koza #5, sworn October 5, 2023 (“**Koza Affidavit #5**”, and together with the Affidavits listed in paragraphs 8(a) to (d) above, the “**Koza Affidavits**”);
- (f) the fifth report of the Information Officer dated November 17, 2023 (the “**Fifth Report**”);
- (g) the secretarial affidavit of Kristy DeLure to be sworn (the “**Secretarial Affidavit**”); and
- (h) any other evidence submitted in connection with this Application.

PART 4 BACKGROUND

A. The Debtors and Principal Creditors

9. For the purposes of this Application, the Debtors include the following:

- (a) CTI is a United States corporation incorporated pursuant to the laws of the State of Delaware with its head office in Coral Gables, Florida and its registered office in Wilmington, Delaware.
- (b) CTI is the ultimate parent corporation of a group of companies operating under the tradename “Cyxtera” that are incorporated in the United States, Canada, United Kingdom, Germany, Australia, Japan, the Netherlands, Hong Kong, Singapore and the Cayman Islands, including the Debtors (collectively “**Cyxtera**” or the “**Cyxtera Group**”).
- (c) Cyxtera LLC is a United States limited liability corporation incorporated pursuant to the laws of the State of Delaware with its registered office in Wilmington, Delaware, whose LLC’s sole activity is to hold all of the shares in Communications ULC.
- (d) Communications ULC is an Alberta unlimited liability corporation incorporated pursuant to the laws of the Province of Alberta, is extra-provincially registered in British Columbia, Ontario and Québec, and has its registered office in Calgary, Alberta.
- (e) Communications ULC carries on business in British Columbia, Ontario, Québec and Alberta and has four (4) data centre operations in (i) Vancouver, British Columbia, (ii) Mississauga and Markham, Ontario, and (iii) Montreal, Quebec (the “**Canadian Data Centres**”).
- (f) TRS ULC is an Alberta unlimited liability corporation incorporated pursuant to the laws of Alberta, has its registered office in Calgary, Alberta, is a wholly owned subsidiary of Communications ULC, has no property other than its corporate records and does not carry on business.
- (g) Cyxtera DC Holdings, Inc. (“**Cyxtera DC**”) is a Delaware subsidiary of CTI and is the borrower under the First Lien Facilities (as defined below).
- (h) Cyxtera DC Parent Holdings, Inc. (“**Cyxtera Holdings**”) is a Delaware subsidiary of CTI.

10. Pursuant to a first lien credit agreement dated May 1, 2017 (as amended from time to time, the “**First Lien Credit Agreement**”) between Citibank, N.A., as administrative agent, a syndicate of first lien lenders (the “**First Lien Lenders**”), and Cyxtera DC as borrower, the First Lien Lenders provided to Cyxtera DC first lien term and revolving loan credit facilities (the “**First Lien Revolving Facilities**”, the “**First Lien Term Facilities**”, and together, the “**First Lien Facilities**”). The First Lien Facilities are guaranteed by certain Debtors and secured by liens on substantially all of the Debtors’ equity interests and material property on a senior priority basis. An ad hoc group of First Lien Lenders providing the First Lien Term Facilities (the “**First Lien Term Lenders**”, and such group, the “**Ad Hoc Group**”), represented by Gibson, Dunn & Crutcher LLP as legal counsel and Houlihan Lokey, Inc. as investment banker, represent the interests of the First Lien Term Lenders in the Chapter 11 Cases.
11. In the period prior to the commencement of the Chapter 11 Cases, the Debtors retained Kirkland & Ellis, LLP (“**Kirkland**”) as legal counsel, Guggenheim Securities, LLC (“**Guggenheim**”) as investment banker, and AlixPartners, LLP as financial advisor. Collectively they engaged with the Ad Hoc Group to explore restructuring options. In connection with these discussions, a restructuring support agreement dated May 4, 2023 (together with the restructuring term sheet dated May 4, 2023 attached thereto, the “**Restructuring Support Agreement**”) was entered into between CTI and other Debtors and First Lien Lenders, at the time having approximately 64% of the claims under the First Lien Facilities (such First Lien Lenders, the “**Consenting Lenders**”, and the Consenting Lenders who are First Lien Term Lenders, the “**Consenting Term Lenders**”).² Under the Restructuring Support Agreement, the Consenting Lenders agreed to support the Chapter 11 Cases, and Consenting Term Lenders agreed to provide the Bridge Facility (defined below) and the DIP Facility (defined below). The Restructuring Support Agreement contemplated a dual track process under which the existing indebtedness of and equity interests in Cyxtera would be restructured either pursuant to:
 - (a) a sale of some or all of their business enterprise, including assets and equity interests (a “**Sale Transaction**”) pursuant to a marketing process (the “**Marketing Process**”) carried on by Cyxtera with the assistance of Guggenheim; or

² As of the September 14, 2023, the Restructuring Support Agreement enjoyed the broad support of holders whose claims represented approximately 86% of the claims arising on account of obligations under the First Lien Credit Agreement, as well as the Consenting Sponsors (as defined in the Restructuring Support Agreement).

- (b) a recapitalization transaction under which the amount outstanding under the First Lien Facilities would be converted into 100% of reorganized Cyxtera equity (subject to certain incentive rights) (a “**Recapitalization Transaction**”).

Any Sale Transaction required the consent of Consenting Lenders having 66.7% of the claims under the First Lien Term Facilities (the “**Required Consenting Term Lenders**”).

- 12. Under a first lien priority credit agreement dated May 4, 2023, between Wilmington Savings Fund Society, FST, as administrative and collateral agent, Cyxtera DC, Cyxtera Holdings, and certain First Lien Term Lenders who are part of the Ad Hoc Group (the “**Bridge Lenders**”), the Bridge Lenders provided a \$50 million bridge facility (the “**Bridge Facility**”), which was guaranteed by, among others, the Canadian Debtors. The Bridge Loan provided the Debtors with the working capital required in order to commence the Chapter 11 Cases.
- 13. The Restructuring Support Agreement also provided that the Consenting Term Lenders would provide the super-priority, debtor-in-possession financing facility in the Chapter 11 Cases in the approximate amount of \$200 million (the “**DIP Facility**”) pursuant to a debtor-in-possession secured superpriority debtor-in-possession credit agreement dated as of June 7, 2023 (the “**DIP Credit Agreement**”) among Wilmington Savings Fund Society, FSB, in its capacity as administrative agent, and the First Lien Term Lenders party thereto (collectively, the “**DIP Lenders**”), Cyxtera Holdings and Cyxtera DC. The DIP Facility consisted of:
 - (a) \$150 million in new money: (i) \$40 million of which will be made available upon entry of the interim DIP order, and up to (ii) \$110 million of which will be made available upon entry of the final DIP order;
 - (b) a “roll up” of any outstanding principal and accrued interest under the Bridge Facility as of the Petition Date, which was \$36 million upon original advancement (the “**Bridge Amount**”); and
 - (c) a deemed transfer of \$14 million of escrowed commitments under the Bridge Facility.
- 14. Pursuant to the Restructuring Support Agreement, on April 24, 2023 CTI established a special committee of two disinterested directors (the “**Special Committee**”) to consider and negotiate restructuring, reorganization and other transactions and evaluate any other matters in which

existing directors may have an interest, including conflicts matters. On May 19, 2023, CTI appointed another disinterested director to the Special Committee.

15. On June 21, 2023, the United States Trustee for Region 3 (the “**US Trustee**”) appointed an official committee of unsecured creditors in the Chapter 11 Cases (the “**Committee**”), and the Committee retained Pachulski Stang Ziehl & Jones LLP as legal counsel and Alvarez & Marsal North America, LLC as financial advisor to the Committee.
16. A detailed summary of the circumstances leading to and the background of the Chapter 11 Cases is set out in the Declaration of Eric Koza dated June 5, 2023, Chief Restructuring Officer of the Debtors, which is attached to this Affidavit as **Exhibit “A”**.

B. Chapter 11 Cases and Recognition Proceedings

17. On June 4, 2023 (the “**Petition Date**”), the Canadian Debtors and the other Debtors filed voluntary petitions for relief under Chapter 11 of the US Bankruptcy Code in the US Bankruptcy Court, commencing the Chapter 11 Cases, whereupon the Debtors received certain automatic relief under the US Bankruptcy Code including a world-wide stay of proceedings.
18. Contemporaneously with filing the petitions commencing the Chapter 11 Cases, the Debtors filed first day motions therein (the “**First Day Motions**”) seeking, among other things, Orders of the US Bankruptcy Court appointing CTI as Foreign Representative of the Debtors’ estates in the Recognition Proceedings, authorizing and empowering the Foreign Representative to act in any way permitted by Canadian law, including seeking recognition of the Debtors’ Chapter 11 Cases in the Recognition Proceedings.
19. On June 6, 2023, the US Bankruptcy Court granted Orders pursuant to the First Day Motions (the “**First Day Orders**”), including:
 - (a) an Order appointing CTI as Foreign Representative, requesting that this Honourable Court lend its aid and assistance (i) to recognize the Chapter 11 Cases as a foreign main proceeding and CTI as the Foreign Representative pursuant to the CCAA, and (ii) to recognize and give full force and effect in all provinces and territories of Canada to such Order;

- (b) an Order (i) authorizing the appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent (in such capacity, the “**Claims Agent**”) effective as of the Petition Date and granting related relief.

20. The US Bankruptcy Court issued the following Orders, among others, during the Chapter 11 Cases:

- (a) an Order entered on July 19, 2023 (i) setting bar dates for submitting proofs of claim, including requests for payment, (ii) establishing an amended schedules bar date and a rejection damages bar date, (iii) approving the form, manner, and procedures for filing proofs of claim, (iv) approving notice thereof, and (v) granting related relief (the “**Bar Date Order**”, with capitalized terms below having the definitions assigned in that Order) which:
 - (i) established August 15, 2023 as the General Claims Bar Date and December 1, 2023 as the Governmental Bar Date; and
 - (ii) provided that any Holder of a Claim that fails to timely submit a Proof of Claim by the applicable bar date shall be forever barred, estopped, and enjoined from (1) voting on any plan of reorganization filed in the Chapter 11 Cases, (2) participating in any distribution in the Chapter 11 Cases on account of such Claim, or (c) receiving further notices regarding such Claim.
- (b) an Order entered on September 26, 2023 (the “**Disclosure Statement Order**”): (i) approving the adequacy of the Disclosure Statement, (ii) scheduling the confirmation hearing, and (iii) approving (1) the Solicitation and Voting Procedures, (2) certain notices and certain dates and deadlines in connection with solicitation and confirmation of the Second Amended Plan, and (3) the manner and form of the Solicitation Packages and the materials contained therein;
- (c) an interim Order entered on June 6, 2023 (the “**Interim DIP Order**”) (i) authorizing the Debtors to obtain postpetition financing under the DIP Credit Agreement, (ii) authorizing the Debtors to use cash collateral, (iii) granting liens and providing superpriority administrative expense claims, (iv) granting adequate protection, (v) modifying the automatic stay, (vi) scheduling a final hearing, and (vii) granting related relief, and a final Order entered on July 19, 2023 (the “**Final DIP Order**”);

- (d) the Contract Rejection/Assumption Procedures Order;
- (e) the Sixth Interim Cash Management Order;
- (f) an Order entered on June 29, 2023 (i) approving the bidding procedures and auction, (ii) approving stalking horse bid protections, (iii) scheduling bid deadlines and an auction, (iv) approving the form and manner of notice thereof, and (v) granting related relief (the **“Bidding Procedures Order”**); and
- (g) the Bid Protections Order.

21. In these Recognition Proceedings, this Honourable Court granted the following Orders relevant to this Application:

- (a) an Order granted on June 7, 2023 recognizing and giving effect in Canada to the Chapter 11 Cases;
- (b) a supplemental Order granted on June 7, 2023, among other things, appointing the Information Officer and recognizing and giving effect in Canada to the First Day Orders, including the Interim DIP Order;
- (c) several recognition orders recognizing and giving effect in Canada to the prior interim cash management orders;
- (d) an Order granted on July 12, 2023 recognizing and giving effect in Canada to the Bidding Procedures Order; and
- (e) an Order on July 31, 2023 recognizing, inter alia, the Final DIP Order.

C. Current Status of Canadian Data Centres

22. All day-to-day operations for Communications ULC and the Canadian Data Centres have continued in the ordinary course since the Petition Date.
23. Attached to this Affidavit as **Exhibit “B”** are updated 13 week cash flow projections prepared by AlixPartners for Communications ULC from the period of October 29, 2023 to January 21, 2023 (the **“Updated Cash Flow Report”**). The Updated Cash Flow Report provides that approximately USD\$580,000 is required to maintain Communications ULC’s business

operations during the thirteen (13) week period. Professional fees and disbursements included in restructuring costs are not listed in the Updated Cash Flow Report but are conservatively estimated by AlixPartners to be an aggregate of USD\$250,000 per month based on past invoicing by Gowling, the Information Officer and McMillan in these Recognition Proceedings.

D. Marketing Process, the Development of the Plan, and the Sale Transactions

Marketing Process, the Brookfield APA and the development of the Plan

24. The Debtors, with the assistance of Guggenheim, launched the Marketing Process on March 27, 2023, well before the commencement of the Chapter 11 Cases. Prior to the Petition Date, seventy-five (75) potential financial and strategic partners were contacted to solicit interest in a potential Sale Transaction outside of chapter 11 or pursuant to a chapter 11 plan. On June 29, 2023, the US Bankruptcy Court approved the continuation of the Marketing Process and since then, the Debtors continued the Marketing Process in accordance with the Bidding Procedures Order.
25. During the Marketing Process, Guggenheim engaged with approximately eighty-eight (88) potential financial and strategic parties (the “**Potential Purchasers**”). The Debtors also executed forty-five (45) non-disclosure agreements with Potential Purchasers and provided them with access to a virtual data room created by Guggenheim that contained comprehensive information regarding the Debtors’ business operations and related information. The virtual data room was diligently maintained throughout the Marketing Process and continuously populated with thousands of documents. The Debtors held numerous calls and in-person meetings with parties-in-interest and received seven (7) non-binding written whole-company proposals. Following the receipt of the non-binding proposals, the Debtors continued to engage with multiple interested parties, including Phoenix, which is an affiliate of Brookfield Infrastructure Partners L.P. (“**Brookfield**”).
26. Because of the continued strong interest in a potential Sale Transaction, the Debtors, in consultation with the Ad Hoc Group and the Committee, determined to extend deadlines under the Bidding Procedures to allow for additional time to receive and evaluate bids and if necessary, to hold an auction.
27. While these discussions continued, the Debtors received multiple bids from various third parties; however, the Debtors determined that neither the bids submitted by Phoenix nor the other

Potential Purchaser constituted a Qualified Bid, and the Debtors, in consultation with the Ad Hoc Group and the Committee, concluded that none of the bids received were more value-maximizing than the Recapitalization Transaction. Accordingly, the Debtors, in consultation with the Ad Hoc Group and the Committee, filed on August 29, 2023 a Notice of Cancellation of Auction which gave notice that the auction that had been scheduled to occur on August 30, 2023 was cancelled.

28. On August 7, 2023, the Debtors had filed with the US Bankruptcy Court a joint plan of reorganization (the “**August 7 Plan**”) and a disclosure statement relating to the August 7 Plan on August 15, 2023.
29. On September 13, 2023, the Debtors filed an amended joint plan of reorganization (the “**September 13 Amended Plan**”) and disclosure statement related to the September 13 Amended Plan.
30. On September 22, 2023, the Debtors, the Committee, and the Required Consenting Term Lenders reached an agreement regarding potential objections of the Committee to the Disclosure Statement, under which it was agreed that Holders of General Unsecured Claims would receive distributions under the Plan from a fund equal to \$8.65 million held in the GUC Trust (as defined below). As a result, the Committee is supportive of the Plan and has recommended that Holders of Class 4 General Unsecured Claims (as defined in the Plan) vote in favour of the Plan.
31. On September 24, 2023, the Debtors filed with the US Bankruptcy Court (a) the second amended joint plan of reorganization (the “**Second Amended Plan**”), (b) the disclosure statement relating to the Second Amended Plan (the “**Disclosure Statement**”), and (c) an Order approving (i) the adequacy of the Disclosure Statement, (ii) the solicitation procedures, (iii) the forms of ballots and notices in connection therewith, and (iv) certain dates with respect thereto. On September 26, 2023, the US Bankruptcy Court entered the Disclosure Statement Order based on the Order.
32. The Debtors then took the following steps to give notice of and solicit support for the Second Amended Plan:
 - (a) on September 28, 2023 and from time to time thereafter, the Claims Agent served (i) the Solicitation Packages³ in accordance with the terms of the Disclosure Statement Order on

³ Defined in the Disclosure Statement Order as the Disclosure Statement, the solicitation and voting procedures and the related notices, forms and ballots.

all known Holders of Claims in Class 3 (Holders of First Lien Claims) and Class 4 (General Unsecured Claims), who are entitled to vote by Class on the Plan, and (ii) the Notice of Non-Voting Status, an Opt Out Form and Confirmation of Hearing Notice on all known Holders of Claims and Interests in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims) and Class 8 (Existing Equity Interests), and Holders of unclassified Claims, who are not entitled to vote on the Plan;⁴

- (b) published the Publication Notice (as defined in the Disclosure Statement Order) in *The New York Times* and the *Financial Times* on October 2, 2023 and October 3, 2023, respectively; and
- (c) posted to the website maintained by the Claims and Noticing Agent in the Chapter 11 Cases the Notice of Hearing to Consider Confirmation of the Plan filed by the Debtors and Related Voting and Objection Deadlines.

- 33. The Second Amended Plan contemplated that the Debtors would pursue the Recapitalization Transaction unless a more value-maximizing Sale Transaction materialized with a third party prior to the deadline for such a transaction. If a higher or otherwise better Sale Transaction materialized, the Debtors could “toggle” to a Sale Transaction.
- 34. Shortly after the solicitation for the Second Amended Plan commenced, and following months of negotiations with multiple parties, the Debtors, with the consent of the Required Consenting Term Lenders, and in consultation with the Committee, reached an agreement in principle with Brookfield on the terms of a value-maximizing Sale Transaction. Then, after weeks of around-the-clock negotiations, the Sellers and Phoenix (a Brookfield affiliate) entered into an asset purchase agreement on October 31, 2023 memorializing the terms of the Phoenix bid (defined above as the “**Brookfield APA**”). The Brookfield APA is attached to this Affidavit as **Exhibit “C”**.
- 35. On October 30, 2023, the Debtors filed the Notice of Amended Confirmation Dates which provided notice that (a) the deadline to file objections to the Plan, and for all Holders of Claims and Interests entitled to vote on the Plan to cast their ballots was November 7, 2023 at 4:00 pm,

⁴ The Plan and the Classes are described in more detail in paragraphs 71-72 of this Affidavit.
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prevailing Eastern Time, and (b) the Confirmation Hearing was scheduled for November 16, 2023, at 2:00 pm, prevailing Eastern Time.

36. On October 31, 2023, the Debtors filed the Plan Supplement, which is a compilation of the documents, forms, agreements, schedules and exhibits to the Plan, including new organizational documents, the identity of the New Board, the Schedule of Retained Causes of Action, the New Takeback Facility Documents, the Schedule of Assumed Executory Contracts and Unexpired Leases, the Schedule of Rejected Executory Contracts and Unexpired Leases, the GUC Trust Agreement, the Plan Administrator Agreement, the identity of the Plan Administrator and the Brookfield APA (all such terms as defined in the Plan).
37. On November 1, 2023, the Debtors filed the Notice of Sale Transaction in which the Debtors announced that they had entered into the Brookfield APA and that, with the consent of the Required Consenting Term Lenders, they had “toggled” to an Asset Sale under the Plan. They also disclosed the material terms of the Brookfield APA, including that Phoenix was purchasing substantially all of the Debtors’ assets (other than, provided the Cologix APA closes, the assets subject thereto) for a purchase price consisting of cash of \$775 million, subject to certain adjustments, and the assumption of liabilities, with the resulting implied recovery for Holders of First Lien Claims estimated to be approximately 67.6% on account of such Claims.
38. On November 2, 2023, the Debtors filed a Notice of Filing of the third amended joint plan of reorganization (the “**Third Amended Plan**”), which attached a copy of the Third Amended Plan and provided notice that (a) the deadline to file objections to the Plan, and for all Holders of Claims and Interests entitled to vote on the Plan to cast their ballots was November 7, 2023 at 4:00 pm, prevailing Eastern Time, (b) the Debtors intended to assume and assign certain contracts and leases to Phoenix in accordance with the Brookfield APA, and (c) the Confirmation Hearing was scheduled for November 16, 2023, at 2:00 pm, prevailing Eastern Time. The Third Amended Plan incorporated and provided for either the consummation of the Brookfield APA or, in the event that the Brookfield APA does not close, the consummation of the Recapitalization Transaction.
39. On November 3, 2023, the Debtors filed the Plan Supplement, which is a compilation of the documents, forms, agreements, schedules and exhibits to the Plan, including new organizational documents, the identity of the New Board, the Schedule of Retained Causes of Action, the New Takeback Facility Documents, the Restructuring Transactions Memorandum, the Schedule of

Assumed Executory Contracts and Unexpired Leases, the Schedule of Rejected Executory Contracts and Unexpired Leases, the GUC Trust Agreement, the Plan Administrator Agreement, the identity of the Plan Administrator and the Brookfield APA (all such terms as defined in the Plan).

40. On November 6, 2023, the US Bankruptcy Court entered an Order confirming that the hearing to confirm the Plan would be held on November 16, 2023 at 2:00 pm (ET) and that objections to Confirmation of the Plan had to be filed by November 7, 2023 (as amended).
41. Voting by the two Classes entitled to vote on the Plan (Class 3 – Holders of First Lien Claims; and Class 4 – General Unsecured Claims) was carried out by Ballots provided in the Solicitation Package.⁵ To be included in the tabulation results as a valid Ballot, Holder a First Lien Claim or General Unsecured Claim had to complete and execute the Ballot and return it to the Claims Agent by no later than November 7, 2023 at 4:00 pm (ET). The Claims Agent completed its final tabulation of the Ballots on November 8, 2023, the results of which were as follows:

Total Ballots Received			
Accept		Reject	
Class 3 – First Lien Claims			
393 (100%)	\$919,446,609.77 (100%)	0 (0%)	\$0.00 (0%)
Class 4 – General Unsecured Claims			
61 (95.31%)	\$50,788,075.41 (84.82%)	3 (4.69%)	\$9,091,895.07 (15.18%)

190 Holders of Class 8 Claims (Existing Equity Interests), holding approximately 5.4 million shares, elected to opt out of the Third Party Release (as defined in the Plan). Attached to this Affidavit to this Affidavit as **Exhibit “D”** is a true copy of the Declaration of James Lee, who is a Vice President of Public Securities Services employed by the Claims Agent, with respect to the tabulation of votes dated November 14, 2023.

42. Based on my discussions with Kirkland, I understand that the threshold for voting approval by a Class under the US Bankruptcy Code is governed by section 1126(d) and provides that: “*A class of interests has accepted a plan if such plan has been accepted by holders of such interests, other*

⁵ See paragraphs 71-72 of this Affidavit.
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than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount of the allowed interests of such class held by holders of such interests, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.”

Based on these required thresholds, number and percentage of Holders of First Lien Claims in Classes 3 and General Unsecured Claims in Class 4 exceeded the thresholds for approving the Plan under the US Bankruptcy Code.

43. On November 13, 2023, the Debtors filed the Fourth Amended Joint Plan of Reorganization, which amended the Third Amended Plan (which Fourth Amended Joint Plan of Reorganization is the “Plan” as defined above) together with a redline to the Third Amended Plan. The Plan is attached to this Affidavit as **Exhibit “E”**.
44. On November 16, 2023, the Debtors filed a Notice of Filing First Amended Plan Supplement for the Plan, to which was attached as Exhibit C, draft Schedules of Assumed and Rejected Executory Contracts, Exhibit C-1, a draft Schedule of Assumed Executory Contracts and Unexpired Leases, and Exhibit C-1a, a redline to previously filed draft Schedule of Assumed Executory and Unexpired Contracts. The Debtors also gave further and repeated notice that the hearing before the US Bankruptcy Court for the Confirmation Order would occur on November 16, 2023 at 2:00 pm (ET).

Marketing Process leading to the Cologix APA

45. The Plan and Brookfield APA provided a mechanism under which the Cologix Transaction could be consummated either before or, for a ninety (90) day period, subsequent to the closing of the Brookfield Transaction. As discussed in more detail below, the Cologix Transaction is separate from the Brookfield Transaction and in the event that it can be completed, it will provide a greater recovery for the Debtors from Cyxtera’s Canadian assets. While it is anticipated that the Cologix Transaction will be completed prior to the Brookfield Transaction, the Debtors and Cologix believed that a mechanism was required to provide additional time flexibility to complete the Cologix Transaction.
46. Since mid-2020, the Debtors have engaged in on-and-off negotiations with Cologix regarding the terms of a sale transaction of certain of the Debtors’ assets in Canada, including:
 - (a) the unexpired lease dated August 24, 1999 of the data center facility located at 555 West Hastings Street, Suite 1480 and Suite 2406, Vancouver, British Columbia V6B 4N4,

Canada (the “**Vancouver Data Centre**”, and such lease, as amended and supplemented from time to time, the “**Vancouver Data Center Lease**”); and

- (b) the unexpired lease dated May 17, 2004 of the data center located at 3000 Boulevard René Lévesque, Montreal, Quebec H3E 1T9, Canada (the “**Montreal Data Centre**”, as such lease, as amended and supplemented from time to time, the “**Montreal Data Center Lease**”, which together with the Vancouver Data Center Lease, the “**Leases**”, and the landlords thereunder, the “**Landlords**”).

- 47. In August 2022, the Debtors re-engaged Cologix regarding a possible sale and purchase of the Vancouver Data Centre, the Vancouver Data Centre Lease and certain of the Acquired Assets (as defined in the Cologix APA) associated therewith. As negotiations progressed into the spring of 2023, Cologix also expressed interest in acquiring Communication ULC’s obligations under the Montreal Data Centre Lease. These discussions continued over the next several months at arm’s length and in good faith.
- 48. Communications ULC and Cologix executed and delivered the Cologix APA on October 30, 2023, a copy of which is attached to this Affidavit as **Exhibit “F”**. Under the Cologix APA, Cologix will purchase the Acquired Assets (as defined in the Cologix APA) in exchange for the assumption of the Assumed Liabilities and a cash payment of \$10 million.

E. Summary of the Brookfield APA

- 49. When referring to the Brookfield APA or the Brookfield Transaction, capitalized terms used in this section D and not otherwise defined in this section shall have the meanings given to them in section 11.1 of the Brookfield APA, or in the sections identified in section 11.2 thereof.
- 50. The following paragraphs summarize the Brookfield APA, which is provided for the convenience of this Honourable Court and parties in interest. To the extent there is any conflict between this summary and the Brookfield APA, the Brookfield APA shall govern in all respects.
- 51. *Brookfield Transaction.* The Sellers have agreed to sell the Acquired Assets free and clear of all Encumbrances other than Permitted-Post Closing Encumbrances to Phoenix for consideration equal to the Purchase Price.

52. *Acquired Assets.* Under section 1.1 of the Brookfield APA but subject to section 1.5 of the Brookfield APA, the Acquired Assets include all of the properties, rights, interests and other assets of each of the Sellers as of Closing, whether tangible or intangible, real, personal, or mixed, wherever located, including Leased Real Property listed on Schedule 1.1(e) to the Brookfield APA, the Acquired Leases relating thereto, the Owned Real Property, the Acquired Interests in certain subsidiaries of the Sellers that are not Debtors in the Chapter 11 Cases, rights against third parties including Assigned Contracts, Intellectual Property and other assets listed in Sections 1.1(a) to (t), but excluding the Excluded Assets. The Acquired Assets will be conveyed to Phoenix or one or more Designees free and clear of all Encumbrances other than Permitted Encumbrances and Permitted-Post Closing Encumbrances.
53. *Assumed Liabilities.* Under section 1.3 of the Brookfield APA, Phoenix or one or more of its Designees will assume from each applicable Seller, and such Sellers shall assign to Phoenix, the Assumed Liabilities including, among others, Liabilities under Assigned Contracts arising from and after Closing, Liabilities arising from the conduct of the business or the ownership or operation of the Acquired Assets after Closing and Liabilities relating to Transferred Employees, and other Liabilities listed in section 1.3(a) to (i).
54. *Assigned Contracts.* The Assigned Contracts are initially as listed on Schedule 1.1(a) to the Brookfield APA. Under section 1.5 of the Brookfield APA, Phoenix has the option of acquiring all of the Sellers' executory Contracts and unexpired Acquired Leases listed on Schedule 1.5(a) to the Brookfield APA, which may be updated at a later date. Attached to this Affidavit as **Exhibit "G"** is the list of executory Contracts and unexpired Acquired Leases provided for under the Brookfield Transaction. Under section 1.5(b) of the Brookfield APA, up to ten (10) days prior to the Closing Date, Phoenix can designate any Contract or Lease either for assumption and assignment to Phoenix or its Designee (which become Assigned Contracts), or as an Excluded Contract to be rejected as soon as practicable following Closing. Phoenix is responsible for all Liabilities arising under the Assigned Contracts following Closing other than Cure Costs.
55. *Purchase Price.* Under section 2.1(a) of the Brookfield APA, the Purchase Price for the Acquired Assets consists of (a) a cash payment of \$775,000,000, plus (b) the amount (either positive or negative) of the Estimated Adjustment Amount, which is based on estimates of levels of Working Capital either being greater or less than agreed upon levels and amounts required to pay off the Factoring Facility and the amount of certain cash assets, plus (c) the assumption of the Assumed

Liabilities. The procedure to determine the final adjustments is provided for in section 2.6 of the Brookfield APA, which requires Phoenix to send to CTI a statement within ninety (90) days after the Closing Date, which will become final on the 30th day following Phoenix's delivery of the statement to CTI unless CTI sends a notice of disagreement by such date. Disagreements are subject to final determination by an independent accountant in accordance with the terms of section 2.6(b) of the Brookfield APA. Payment of the Purchaser Adjustment Amount (if any) from the Adjustment Escrow Amount will be the sole and exclusive remedy for Phoenix. Payment of the Seller Adjustment Amount (if any) from the Adjustment Escrow Amount will be capped at an amount equal to the Adjustment Escrow Amount even if such amount is less than the Seller Adjustment Amount.

56. *Deposit.* Under section 2.2 of the Brookfield APA, Phoenix provided delivered a deposit with the Escrow Agent equal to \$77,500,000 (defined therein as the “**Deposit**”). If the Brookfield APA closes, the Parties are required to give a joint direction to the Escrow Agent to release the Deposit, minus the Adjustment Escrow Amount, to an account designated by the Sellers. The Deposit provided in accordance with the Brookfield APA and may be retained by the Sellers in the event that the Closing of the Brookfield Transaction does not occur as a result of Phoenix's breach and the Brookfield APA permits the Sellers to retain the Deposit. In the event that the Brookfield APA is terminated other than for a breach by Phoenix, the Deposit would be returned to Phoenix.

57. *Representations and Warranties.*

(a) In Article III of the Brookfield APA, the Sellers make limited representations and warranties in favour of Phoenix including with respect to corporate matters and authority, the accuracy of financial statements, legal actions, compliance with laws, title, Material Contracts, Intellectual Property, Company Systems (information technology and data), tax issues, labour and employment matters, Employee Benefit Plans, major customers and insurance matters, but section 3.23 limits any representations and warranties to what is expressly set out in Article III. In my discussions with Kirkland, I have been told that such representations and warranties are customary in transactions similar to the Brookfield Transaction in Chapter 11 cases under the US Bankruptcy Code.

- (b) In Article IV of the Brookfield APA, Phoenix makes representations and warranties in favour of the Sellers, including with respect to corporate matters and authority, solvency and other matters, including that it has the Equity Financing in place required to complete the Brookfield Transaction. In section 4.4(a), Phoenix represents that it has received and accepted a copy of the equity commitment letter respecting the Equity Financing, and in section 4.4(e), Phoenix acknowledges that the availability of financing or funds is not a condition to Closing or to Phoenix's obligations under the Brookfield APA.
58. *Court Approvals.* Under section 5.1(a) of the Brookfield APA, the Sellers are required to schedule a hearing before the US Bankruptcy Court on November 16, 2023, or such other date as agreed to by the Sellers and Phoenix, to obtain the Confirmation Order, and under section 5.1(e), the Foreign Representatives and Canadian Sellers are required to seek CCAA Orders, which are defined in section 11.1(w) of the Brookfield APA as Orders of the CCAA Court in the Recognition Proceeding, recognizing the Confirmation Order and vesting the Acquired Assets of the Canadian Sellers in Phoenix. The Orders, to the extent they affect either Phoenix or the Sellers, must be in form and substance reasonably acceptable to them.
59. *Bid Protections in favour of Phoenix and Other Bankruptcy Matters.* Under section 5.1(j) of the Brookfield APA, the Sellers are required to designate Phoenix as a Stalking Horse Bidder under the Bidding Procedures Order, give notice of such designation, and file an amended Plan incorporating the Brookfield APA and provisions necessary to authorize and consummate the Brookfield Transaction under the Plan.
60. *Cure Costs under Assigned Contracts.* Under section 5.1 of the Brookfield APA, prior to Closing the Sellers are required to pay the Cure Costs to cure any defaults or breaches under the Assigned Contracts in order to permit the Assigned Contracts to be assumed by the Sellers and assigned to Phoenix. Attached to this Affidavit as **Exhibit "H"** is a list of the Cure Costs existing under the Brookfield Transaction.
61. *Covenants.* Article VI of the Brookfield APA contains covenants of the Parties, addressing matters such as restrictions on material changes, access to information, confidentiality, regulatory approvals, antitrust matters, insurance and the requirement to make commercially reasonable efforts to comply with their respective obligations under the Brookfield APA. Notably, Article VI includes the following covenants:

- (a) Section 6.3 of the Brookfield APA governs the rules with respect to Transferred Employees. Phoenix is required to issue offers of employment to each of the Sellers' employees at least ten (10) Business Days prior to Closing, providing for a period of not less than one (1) year from Closing, a base compensation or wage rate no less than provided to any such employee by the Sellers immediately prior to Closing, short-term cash incentive opportunities and other employee benefits no less than, and substantially similar to, what was provided to any such employee immediately prior to Closing. Phoenix is required to honour accrued and unused vacation, personal days, sick pay and other time off earned but unused as of Closing. Under section 6.3(e), Liabilities relating to Employment arising before Closing are Excluded Liabilities and are the responsibility of the Sellers, and Liabilities relating to Transferred Employees are the responsibility of Phoenix.
- (b) Under section 6.6(a) of the Brookfield APA, the Sellers are required to amend their certificates of incorporation or formation to remove "Cyxtera", "Cyxtera Technologies" and other trademarked or other similar names from the corporate names, and from any style of cause in respect of legal proceedings. This includes the Recognition Proceedings.

62. *Conditions Precedent.* The conditions precedent to be satisfied or waived (in accordance with the Brookfield APA) to the obligations of the Parties to consummate the Brookfield Transaction and the Closing are set out in Article VII of the Brookfield APA, and include:

- (a) mutual conditions including:
 - (i) the expiration of antitrust waiting periods and receipt of required approvals for the Brookfield Transaction (section 7.1(a)), which occurs on December 14, 2023;
 - (ii) there being no Order or Law issued by a Governmental Body restraining, enjoining or otherwise restraining Closing (section 7.1(b));
 - (iii) the US Bankruptcy Court having made the Confirmation Order (section 7.1(c));
 - (iv) the Plan having become effective (section 7.1(d)); and
 - (v) this Honourable Court shall have pronounced the Confirmation Recognition Order (section 7.1(e));

- (b) conditions in favour of the Purchaser, including:
 - (i) the representations and warranties of the Sellers being true and correct in all material respects (section 7.2(a));
 - (ii) the Sellers shall have performed or complied with their obligations under the Brookfield APA in all material respects (section 7.2(b));
 - (iii) Phoenix shall have received an officer's certificate of the Sellers with respect to certain matters and the Sellers shall have delivered other closing documents (section 7.2(c) and (e));
 - (iv) there shall not have occurred any Material Adverse Effect (section 7.2(d));
 - (v) all Encumbrances in connection with the Term Loan Facilities, the Bridge Facilities and the DIP Facility are to have been released (section 7.2(f)); and
 - (vi) all Material Contracts and designated Acquired Leases shall have been assigned to Phoenix or its Designee and all Cure Costs shall have been paid in full (section 7.2(g));
- (c) conditions in favour of the Sellers, including:
 - (i) the representations and warranties of Phoenix being true and correct in all material respects (section 7.3(a));
 - (ii) Phoenix shall have performed or complied with its obligations under the Brookfield APA in all material respects (section 7.3(b)); and
 - (iii) the Sellers shall have received an officer's certificate of Phoenix with respect to certain matters and Phoenix shall have delivered other closing documents (section 7.3(c) and (d)).

63. *Termination.* Under section 8.1, the Brookfield APA can be terminated by mutual consent of CTI and Phoenix, by notice of either Phoenix or CTI if the Closing does not occur within four (4) months of the date of the Brookfield APA (which shall be extended to June 30, 2024 in certain circumstances regarding regulatory approvals), if there is any breach by Phoenix (unless curable within 30 days), if there is any breach by the Sellers (unless cured within 30 days) if conditions

precedent are not satisfied or waived, if the US Bankruptcy Court approves or the Debtors complete an Alternative Transaction, if the Chapter 11 Cases are terminated, or in certain other circumstances. Except in the case of a breach by Phoenix, or if Phoenix is the cause of a condition not being satisfied, Phoenix is entitled on termination to the Breakup Fee and Expense Reimbursement, but no more. In the case of a breach by Phoenix, or if Phoenix is the cause a condition not being satisfied, the Sellers are entitled to retain the Deposit, but no more.

64. *90 Day Period for Cologix Transaction.* If the Cologix Transaction is not completed prior to the Closing of the Brookfield Transaction, pursuant to sections 1.1(a)(i) and 1.1(s) of the Brookfield APA, the Acquired Assets will include the Acquired Assets (as defined in the Cologix APA) and the Cologix APA. However, section 2.1(c) of the Brookfield APA provides that, if the Cologix Transaction is consummated prior to the date that is ninety (90) days following the Closing Date (the “**Specified Date**”), and the Purchaser receives the Closing Date Payment (as defined in the Cologix APA) prior to the Specified Date, Phoenix is required to promptly deliver to the Sellers cash in an aggregate amount equal to the Adjusted Specified Closing Date Payment.⁶ If the Cologix APA is consummated prior to the Specified Date, the Cologix APA is deemed to be an Excluded Contract, and the Acquired Assets (as defined in the Cologix APA) are deemed to be Excluded Assets as of Closing for all purposes of the Brookfield APA. If the Cologix Transaction is not consummated by the Specified Date, ownership of the Acquired Assets under the Cologix APA remains thereafter with Phoenix and there will be no adjustment to the Purchase Price under the Brookfield APA.
65. I believe that the Brookfield Transaction is more value-maximizing than the Recapitalization Transaction contemplated under the Plan. The proceeds of the Brookfield Transaction will be used to fund distributions under the Plan and the Debtors will wind-down and dissolve their remaining operations. As a result of the Brookfield Transactions, Holders of First Lien Claims will receive their *pro rata* share of approximately 67.6 percent recovery on account of their First Lien Claims. The Brookfield Transaction achieves by far the best overall outcome for the Debtors and their stakeholders, allows substantially all of the Debtors’ operations to continue uninterrupted and outside of these Chapter 11 Cases, provides for the greatest recovery to the

⁶ Defined in section 2.1(c) of the Brookfield APA as an amount equal to the Closing Date Payment less the aggregate amount of all costs, expenses and Taxes incurred by Phoenix and its Affiliates in connection with the transactions contemplated by the Cologix APA.

Debtors' stakeholders, provides the Debtors with sufficient capital to wind-down any remaining operations, and allows the Debtors to consummate the transaction on an expedited timeline.

66. I understand through my role as DCRO that the Brookfield Transaction and potential alternatives were reviewed by the Ad Hoc Group, the Required Consenting Term Lenders and the Committee and their respective legal and financial advisors and has their support.

F. Summary of the Plan

67. When referring to the Plan, capitalized terms used in this section E and not otherwise defined in this section shall have the meanings given to them in the Plan. Capitalized terms are either defined in Art. I.A of the Plan.
68. The following paragraphs summarize certain key provisions of the Plan, which is provided for the convenience of this Honourable Court and parties in interest. To the extent there is any conflict between this summary and the Plan, the Plan shall govern in all respects.
69. *The Plan.* The Plan contemplates that:
- (a) the Debtors shall pursue the recapitalization transaction (the “**Recapitalization Transaction**”),⁷ under which the Holders of First Lien Claims receive 100% of the new Common Stock, subject to dilution under a Management Incentive Plan,⁸ unless the Debtors determine, with the consent of the Required Consenting Term Lenders, to pursue an Equity Investment Transaction or an Asset Sale.
 - (b) in this case, the Debtors opted, with the consent of the Required Consenting Lenders, to “toggle” to an Asset Sale under the Plan represented by the Brookfield Transaction. The Confirmation Order will implement both the Plan and the Brookfield Transaction.
70. *Effective Date.* The Plan’s implementation occurs on the first business day after the Confirmation Order is entered, no stay of the Confirmation Order is in effect, and all of the conditions precedent in Art. IX.A of the Plan have been satisfied or waived in accordance with Art. IX.B of the Plan (the “**Effective Date**”).

⁷ Art. IV.B.

⁸ Defined in Art. I.A.106.

71. *Classes of Creditors.* Under Art. III of the Plan, Claims⁹ and Interests¹⁰ are categorized into eight (8) Classes¹¹ and their allowance, classification, treatment and their respective distributions and treatments under the Plan take into account the relative priority and rights of Claims and Interests in each class, and whether they are subordinated in some manner.¹²

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not entitled to vote (deemed to accept)
Class 2	Other Priority Claims	Unimpaired	Not entitled to vote (deemed to accept)
Class 3	First Lien Claims	Impaired	Entitled to vote
Class 4	General Unsecured Claims	Impaired	Entitled to vote
Class 5	Section 510 Claims ¹³	Impaired	Not entitled to vote (deemed to reject)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not entitled to vote (deemed to accept) / Not entitled to vote (deemed to reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not entitled to vote (deemed to accept) / Not entitled to vote (deemed to reject)
Class 8	Existing Equity Interests	Impaired	Not entitled to vote (deemed to reject)

72. *Treatment of Classes of Creditors.* The Classes 1 to 8 receive the following treatment under the Plan:

- (a) **Class 1** consists of **Other Secured Claims**,¹⁴ which are to be fully repaid or reinstated and therefore are not impaired by the Plan and are deemed under the US Bankruptcy Code to have accepted the Plan. The Other Secured Claims are not impaired because on the Effective Date they are either paid in full in cash, or reinstated.

⁹ “Claim” is defined in Art.I.29, which incorporates section 101(5) of the US Bankruptcy Code. Under section 101(5), the term claim means (A) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (B) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

¹⁰ “Interest” is defined in Art. I.A.102 is an Equity Interest such as a share.

¹¹ “Class” is defined in Art.I.33.

¹² Art.III.

¹³ Class 5 (Section 510 Claims) does not include any Claims.

¹⁴ “**Other Secured Claims**” consist of any Secured Claims (defined in Art I.A.167) against the Debtors, other than DIP Claims (defined in Art I.A.52), Priority Tax Claims (defined in Art I.A.132), Receivables Programs Claims (defined in Art I.A.146) and First Lien Claims (defined in Art I.A.85).

- (b) **Class 2** consists of **Other Priority Claims**,¹⁵ which are Claims other than Administrative Claims or Priority Tax Claims that are entitled to priority under s. 507(a) of the US Bankruptcy Code.¹⁶ These Claims are unimpaired because they are paid in cash or are treated in some other matter permitted by s. 1129(a)(9)¹⁷ of the US Bankruptcy Code and therefore are deemed to have accepted the Plan and are not entitled to vote.
- (c) **Class 3** consists of **First Lien Claims**, which consist of Claims of Lenders under the Revolving Credit Facility or Term Loan Facilities under the First Lien Credit Agreement. The First Lien Claims are impaired and therefore Holders¹⁸ of First Lien Claims are entitled to vote on the Plan.
- (i) Under Art. III.A.3, if there is a Recapitalization Transaction, each Holder will receive its *pro rata* share of 100% of the New Common Stock, which common stock in CTI issued pursuant to the Plan (subject to dilution by a Management Incentive Plan), and all of the existing shares in CTI would be terminated.
- (ii) If there is a Sale Transaction (which is defined either as the Brookfield Transaction)¹⁹, the First Lien Claims participate in a fund approximately equal to \$961,496,926 plus unpaid interest, fees, premiums, amounts drawn under letters of credit and all other obligations owing under the First Lien Credit Agreement, and in the event of the completion of the Brookfield Transaction, the Holders of the First Lien Claims receive distributions on a *pro rata* basis from that fund, which results in an estimated recovery for them of 67.6%.
- (d) **Class 4** consists of **General Unsecured Claims**.²⁰ The General Unsecured Claims are impaired under the Plan and therefore their Holders are entitled to vote. Under Art. III.

¹⁵ Defined in Art. I.A.116.

¹⁶ 507(a) claims include, as applicable, (a) costs incurred during the administration of the bankruptcy case, (b) claims of employees for salary, commissions and other benefits earned and for contributions to an employee benefit plan incurred, each subject to a cap, within the 180 days immediately preceding the Chapter 11 Cases, (c) certain unsecured tax claims, (d) certain claims related to commitments for capital maintenance owed to a US federal depository institutions regulatory agency.

¹⁷ S. 1129(a)(9) requires that all administrative and priority creditors be paid in full unless they agree to different treatment of their claims.

¹⁸ Defined in Art. I.A.97 as an entity that is the record owner of a Claim or Interest.

¹⁹ A Sale Transaction could also be a purchase consented to by the Required Consenting Term Lenders of all of the common shares (which would be newly issued) in a reorganized CTI or a successor or assign thereof.

²⁰ Defined in Art.I.A.88. Essentially General Unsecured Claims are Claims that do not have any priority and are not subordinated.

A.4, each Holder of a General Unsecured Claim is entitled to receive their *pro rata* share of a fund in the aggregate amount of \$8.65 million, less reasonable and documented fees, expenses, and costs incurred from the administration of such fund, held in trust established under Art. IV.M.1 of the Plan as of the Effective Date (the “**GUC Trust**”, and the amount held in trust thereunder, the “**GUC Trust Net Assets**”). The GUC trustee is selected by the Committee in consultation with the Debtors and the Required Consenting Term Lenders in accordance with the GUC Trust agreement.

- (e) **Class 5** consists of **Section 510 Claims**, which are defined as Claims or Interests against a Debtor subject to subordination under section 510(b) of the US Bankruptcy Code. These consist of Claims arising from rescission of the purchase or sale of securities issued by the Debtors or for reimbursement on account of which Claims. They will be cancelled on the Effective Date. The Holders are not entitled to vote and are deemed to have rejected the Plan. As of this date, there are no Holders of Section 510 Claims.
- (f) **Class 6** consists of **Intercompany Claims**, which are Claims by one Debtor against another Debtor, and will either be re-instated, at the option of the Debtors with the consent of the Required Consenting Term Lenders, in which event they are not impaired and are conclusively deemed to have accepted the Plan, or if there is a Sale, in consultation with the Purchaser, the Intercompany Claims will be cancelled without any distributions, and are therefore are impaired and the Holders thereof are conclusively deemed to have rejected the Plan. In either case, they are not entitled to vote.
- (g) **Class 7** consists of **Intercompany Interests**, which are essentially Equity Interests such as shares, stock and other securities held by one Debtor in another Debtor. On the Effective Date, at the option of the Applicable Debtor with the consent of the Required Consenting Term Lenders and Phoenix, in the event of a Sale Transaction, an Intercompany Interest may be reinstated, in which event it is unimpaired, and the Holder thereof is conclusively deemed to have accepted the Plan and is not entitled to a vote. Alternative, the Intercompany Interest may be rejected, in which event the Intercompany Interest is impaired, the Holders thereof are conclusively deemed to have rejected the Plan and are not entitled to vote.

- (h) **Class 8** consists of **Existing Equity Interests**, which are the shares, stock and other securities issued by a Debtor and outstanding immediately prior to the consummation of the Plan, which on the Effective Date are cancelled, released, extinguished and discharged and the Holder thereof is not entitled to receive any distribution under the Plan. The Existing Equity Interests are therefore impaired and the Holder thereof is deemed to have rejected the Plan and is not entitled to a vote. The rationale for retaining Intercompany interests is for the purposes of administrative convenience, for the ultimate benefit of holders of new Common Stock under a Restructuring Transaction, or to permit distributions to Holders of Allowed Claims under a Sale Transaction.

73. *Priority Claims.* Under Art. II of the Plan, the Debtors are required to pay Allowed Administrative Claims in full. Administrative Claims²¹ consist of Claims for the costs and expenses of the administration of the Estates, the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the business, Adequate Protection Claims,²² Restructuring Expenses,²³ the Disinterested Director Fee Claims,²⁴ the Canadian Fee Claims²⁵ and the Breakup Fee and Expense Reimbursement, to the extent payable under the Brookfield APA.

74. *Restructuring Transaction.* If the Restructuring Transaction is implemented, as of the Effective Date (defined below):

- (a) the Lenders will own all of the New Common Shares and the Existing Equity will be cancelled;²⁶
- (b) the DIP Loan will either be converted into a New Takeback Facility, which is a new senior secured, first lien “first out” term loan facility in the initial aggregate principal amount of \$200,468,511.87 *plus* any accrued and unpaid interest, fees, costs, charges and expenses,

²¹ “Administrative Claims” are defined in Art. I.A.2.

²² “Adequate Protection Claims” are defined in the Restructuring Support Agreement.

²³ “Restructuring Expenses” are defined in Art. I.A.155 as reasonable and documented fees and expenses incurred from the inception of engagements related to the implementation of the Restructuring Transactions, advisors to the Ad Hoc Committee, the DIP Agent Advisors, and the Prepetition First Lien Administrative Agent Advisors.

²⁴ “Disinterested Director Fee Claims” are defined in Art. I.A.66 as fees and expenses owed to independent directors.

²⁵ “Canadian Fee Claims” are defined in Art. I.A.24 as the unpaid fees and expenses as of the Effective Date due to Gowling WLG (Canada) LLP, as the Debtors’ Canadian counsel, the Information Officer, and McMillan LLP, as counsel to the Information Officer.

²⁶ Art. IV.B; Art. IV.C.2(b).

which results from the conversion of the DIP Loan on a dollar-for-dollar basis into the New Take Back Facility Loan, with all security for the DIP Loans will secure the New Take Back Facility Loan, or will be repaid in cash;²⁷

- (c) distributions in accordance with the Restructuring Transaction will be funded by the issuance of New Takeback Facility Loans under the New Takeback Facility and the proceeds of an Equity Investment Transaction, the New Common Stock, the GUC Trust Net Assets, and the Debtors cash on hand,²⁸ and the reorganized Cyxtera is able pursuant to the Plan to issue New Common Stock pursuant to the Plan;²⁹
- (d) any Executory Contract or Unexpired Lease will be deemed to be assumed and assigned, as applicable.³⁰

75. *Sale Transaction.* If the Brookfield Transaction is implemented, as of the Effective Date:

- (a) the Confirmation Order shall authorize all actions required to implement and consummate the Brookfield Transaction;³¹
- (b) the DIP Loan will either be repaid in cash, or with the consent of the Required Consenting Term Lenders and Phoenix, such other treatment as will render the DIP Loan unimpaired;³²
- (c) the Plan requires the Debtors to consummate the Brookfield Transaction and states that upon the discharge of the Debtors, the Acquired Assets shall in accordance with the Brookfield APA be transferred to and vest in Phoenix free and clear of all Liens, Claims, Interests, charges or other encumbrances (except as permitted by the Purchaser), and that from and after the Effective Date, Phoenix will not be liable for any Claims, Administrative Claims or other liabilities of the Debtors, which are to be paid solely in accordance with the Plan from the proceeds of the Brookfield Transaction;³³

²⁷ Art II.B; Art. IV.C.2(a).

²⁸ Art. IV.C.2.

²⁹ Art. IV.C.2(b).

³⁰ Art. IV.

³¹ Art. IV.B.

³² Art II.B.

³³ Art.IV.D.1.

- (d) after the Effective Date, Phoenix is entitled to operate the businesses and Acquired Assets acquired without the supervision or approval of the US Bankruptcy Court and free of any restrictions of the US Bankruptcy Code, although the US Bankruptcy Court retains jurisdiction with respect to cases or controversies arising under Art. IV.D.³⁴

76. *Executory Contracts and Unexpired Leases.* The Plan provides that with respect to Executory Contracts and Unexpired Leases:

- (a) the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned shall in the event of an Equity Investment Transaction or a Recapitalization Transaction, be deemed assumed or assumed and assigned, as applicable; or
- (b) in the event of an Asset Sale, be
 - (i) assumed or assumed and assigned to Phoenix or a designee in accordance with the Brookfield APA;
 - (ii) assumed and assigned to Phoenix or a designee in accordance with the Purchase Agreement if it is not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and does not relate exclusively to Excluded Assets or Excluded Liabilities; or
 - (iii) rejected if it is (x) listed on the Schedule of Rejected Executory Contracts and Unexpired Leases or (y) not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and relates exclusively to Excluded Assets or Excluded Liabilities.³⁵
- (c) all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any,

³⁴ *Ibid.*

³⁵ *Id.*

must be Filed and served on the Post-Effective Date Debtors³⁶ no later than thirty (30) days after the effective date of such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within thirty (30) days after the effective date of such rejection will be automatically disallowed and forever barred from assertion and shall not be enforceable;³⁷

- (d) the Debtors or the Post-Effective Date Debtors, as applicable, are required to pay Cures under the Assigned Contracts,³⁸ if any, on the Effective Date or as soon as reasonably practicable thereafter, and the Purchaser has no obligation with respect to any Cure;³⁹
- (e) the Confirmation Order will approve the assumption and assignment of, and assign the Assigned Contracts to Phoenix,⁴⁰ and to the extent any provision of an Assigned Contract restricts or prevents or is breached by the assumption or assignment, the Confirmation Order prevents the termination or other exercise of remedies thereunder by the Counterparty;
- (f) any objection to the assumption or assignment, or the amount of the Cure, must comply with the applicable Assumption or Rejection Objection Deadline, and failure to do so will result in such objection being disallowed and forever barred, estopped, enjoined and shall not be enforceable against Phoenix or the Debtors. If the objection relates only to the Cure, the Executory Contract or Unexpired Lease can be assigned to Phoenix with a reserve being set aside based on the amount reasonably asserted by the counterparty as being required for the Cure. The assumption and assignment results in a full release and satisfaction of any Cures, Claims or defaults, whether monetary or non-monetary, arising under the Executory Contract or Unexpired Lease;⁴¹

³⁶ Under Art. I.A.125, “**Post-Effective Date Debtors**” is defined as the Debtors after the Effective Date or the Plan Administrator, as applicable.

³⁷ Art. V.C.

³⁸ Art. I.A.44, which defines “**Cure**” as a Claim based on a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by the Debtor under s. 365 of the US Bankruptcy Code.

³⁹ Art. V.D.

⁴⁰ Art. IV.

⁴¹ Art. V.A.

77. *Post Effective Date and Administration.*

- (a) *Re-vesting of Remaining Property in Post-Effective Date Debtors.* On the Effective Date, except as otherwise provided in the Plan or Brookfield APA or other agreements, instruments or documents incorporated therein or entered into in connection therewith or pursuant thereto, all property in each Estate, all Causes of Action, and any property acquired by any Debtors pursuant to the Plan shall vest in each Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of action or other encumbrances, and to the extent permitted in those documents, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests or Causes of Action without the supervision or approval of the US Bankruptcy Court and free of any restrictions of the US Bankruptcy Code or Bankruptcy rules thereunder.⁴²
- (b) *Causes of Action retained by the Debtors.* Any Causes of Action that are not acquired by Phoenix pursuant to the Brookfield Transaction or released or exculpated under the Plan are retained by the Post-Effective Date Debtors and enforced and prosecuted by the Post-Effective Date Debtors and the Plan Administrator.⁴³
- (c) *Termination of Directors and Officers.*
 - (i) In the event of a Recapitalization Transaction or an Equity Investment Transaction the members for the initial term of the New Board shall be appointed. Each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors.⁴⁴
 - (ii) If the Brookfield Transaction is completed, as of the Effective Date, the current term of all directors expires⁴⁵ and all of the authority, power and incumbency of the directors, managers and officers of the Debtors, who are deemed to have resigned in those capacities, are vested in the Plan Administrator who is appointed

⁴² Art. IV.K. The property must be re-vested because once the Chapter 11 Cases commenced, the Debtors are trustees of their property for the benefit of the Creditors.

⁴³ Art IV.E.

⁴⁴ Art. IV.I.

⁴⁵ Art. IV.I.

as the sole manager, director or officer of the Debtors.⁴⁶ The Plan Administrator is authorized under the Plan to administer all assets of the Estates and thereafter all assets held from time to time by the Post-Effective Date Debtors in accordance with an Administrator Agreement, and is entitled to employ employees and professionals to assist it in carrying out its duties, make distributions, establish reserves, establish bank accounts, enforce causes of action and represent the interests of the Estates including before taxing authorities.⁴⁷ All compensation of the Plan Administrator are paid out of the Wind-Down Reserve,⁴⁸ and all costs, expenses and obligations are paid by the Post-Effective Date Debtors.⁴⁹

78. *Distributions.* All distributions under the Plan are either made by the Disbursing Agent⁵⁰ or the GUC Trustee on the effective Date or at such other time as provided for in the Plan, and are funded from the proceeds of the Brookfield Transaction, the GUC Trust Net Assets, the Debtors' and Post-Effective Date Debtors' cash on hand, and the proceeds of any Causes of Action retained by the Debtors and Post-Effective Date Debtors after the Effective Date.⁵¹ The reasonable fees and expenses of the Disbursing Agent and the GUC Trustee are borne by the Post-Effective Date Debtors.⁵²
79. *Wind-down of Debtors.* After the Effective Date, the Post-Effective Date Debtors continue in existence for the purposes of winding down their business and affairs as expeditiously as reasonably possible, resolving Disputed Claims, making distributions on account of Allowed Claims, establishing and funding Distribution Reserve Accounts, enforcing and prosecuting claims and Causes of action retained by the Post-Effective Date Debtors, filing tax returns, complying with any continuing obligations under the Purchase Agreement and administering the Plan in an efficacious manner.⁵³

⁴⁶ Art. IV.D.4. In Art. I.A.120, "**Plan Administrator**" is a Person selected by the Debtors and Required Consenting Term Lenders, after consultation with the Purchaser (in the event of an Asset Sale).

⁴⁷ Art. IV.D.4.

⁴⁸ Art. IV.D.4(b). "Wind-Down Reserve" is defined in Art. I.A.182 and is funded from the proceeds of the Asset Sale to fund the Wind Down, being the wind down and dissolution of the Debtors' Estates.

⁴⁹ Art. IV.D.4(c).

⁵⁰ Defined at Art I.A.59.

⁵¹ Art.IV.D.1.

⁵² Art. VI.A.2 and Art. IV.M.

⁵³ Art. IV.D.3.

80. *Closing of Chapter 11 Cases.* The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.⁵⁴
81. *Settlement, Release, Injunction and Related Provisions.*
- (a) *Discharge of Claims.* As of the Effective Date, except as provided in the US Bankruptcy Code, the Plan, the Confirmation Orders or the Purchase Agreement, the distributions, rights and treatment provided for in the Plan is in complete satisfaction, discharge and release of Claims, Interests, Causes of Action that arose before the Effective Date, and the Confirmation Order constitutes a judicial determination of the discharge of all Claims and Interests (other than Reinstated Claims or Interests), and in the case of the Brookfield Transaction, the transfer of the Acquired Assets is free and clear of any Claims and interests.⁵⁵
- (b) *Discharge of Liens.* As of the Effective Date, except as provided in the Plan, Confirmation Order or Brookfield APA, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates or non-Debtor Affiliates is fully released and discharged, and the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests reverts to the Post-Effective Date Debtors, who are authorized to release any collateral held by the Holder.⁵⁶
- (c) *Plan Releases.* Articles VIII.C and VIII.D of the Plan provide for mutual releases (the “**Plan Releases**”). The Plan defines “**Released Parties**” as each of “(a) *each Debtor*; (b) *each Post-Effective Date Debtor*; (c) *each Consenting Stakeholder*; (d) *each Releasing Party*; (e) *each Agent*; (f) *each DIP Lender*; (g) *in the event of a Sale Transaction, the Purchaser*; (h) *the Committee and each member of the Committee*; (i) *each current and former Affiliate of each Entity in clause (a) through the following clause (j)*; (j) *each Related Party of each Entity in clause (a) through this clause (j)*; provided that in each case, an Entity shall not be a Released Party if it: (x) *elects to opt out of the releases described in Article VIII.D of the Plan*; or (y) *timely objects to the releases contained in*

⁵⁴ Art. XII.N.

⁵⁵ Art. VIII.A.

⁵⁶ Art. VIII.B.

Article VIII.D of the Plan and such objection is not resolved before Confirmation.” The Plan defines “**Released Party**” as each of “(a) the Debtors; (b) the Post-Effective Date Debtors; (c) each DIP Lender; (d) each Agent; (e) each Consenting Stakeholder; (f) in the event of a Sale Transaction, the Purchaser; (g) the Committee and each member of the Committee; (h) all Holders of Claims that vote to accept the Plan; (i) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (j) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a Ballot or an Opt Out Form (each as defined in the Disclosure Statement Order), and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through (k); and (m) each Related Party of each Entity in clause (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; provided that, for the avoidance of doubt, an Entity in clause (i) through clause (k) shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.” The scope of the releases is all claims and Causes of Action that the Debtors or their Estates are entitled to assert based on or in respect of, among other things, the Debtors, the Estates, Post-Effective Date Debtors, the Chapter 11 Cases, the Restructuring Transaction, transactions giving rise to any Claim or Interest subject to the Plan, business or contractual arrangements or interactions between the Debtors and any Released Party, the Restructuring Support Agreement, the First Lien Credit Agreement, the Bridge Credit Agreement, the DIP Credit Agreement, the Disclosure Statement, the Plan Supplement, the Brookfield APA, the Brookfield Transaction or the Plan.

- (d) *Opt-Out.* An Entity can opt out of the Plan Releases, in which event it is neither a Releasing Party nor a Released Party, if such Entity (1) elects to sign the opt-out of Plan Releases on a Ballot or Opt Out Form (as defined in the Disclosure Statement Order), or (2) objects to the Plan Releases within the specified time periods, and such objection is not resolved before the entry of the Confirmation Order, or (3) was not sent a Ballot or an Opt Out Form.
- (e) *Exculpation.* No Exculpated Party⁵⁷ shall have or incur, and each Exculpated Party shall be released and exculpated from, any Claim or Cause of Action arising prior to the Effective Date in connection with the Chapter 11 Cases, the Restructuring Support Agreement, the Restructuring Transaction, the First Lien Facilities, the Bridge Facility, the DIP Facility, the Disclosure Statement, the Plan Supplement, the Brookfield Transaction, the Brookfield APA, the confirmation of the Plan, the occurrence of the Effective Date, the administration of or distributions under the Plan, other than Claims or Causes of Action arising out of any act or omission that is criminal, constitutes actual fraud, willful misconduct or gross negligence as determined by a Final Order, but without limiting the obligation to perform the Plan, the Brookfield Transaction and the Brookfield APA.⁵⁸
- (f) *Injunction.* Except as otherwise provided in the Plan or the Confirmation Order, all Entities that have Claims or Interest released, discharged, subject to exculpation are permanently enjoined from taking any actions against the Debtors, Post-Effective Date Debtors, Exculpated Parties or Released Parties or asserting rights or remedies without the leave of the court, and shall first obtain the leave of the Court to commence any Claim or Cause of Action against the Debtors, Exculpated Parties or Released Parties, in respect of any Claim or Cause of Action in respect of which there is a release, discharge, or exculpation under the Plan.⁵⁹ The injunction is in effect in the period from the Effective

⁵⁷ Art. I.A.77, which defines Exculpated Parties as the Debtors, the Post-Effective Date Debtors, the Committee and its members, and with respect to each of the foregoing Entities, current and former control persons, directors, members of any committees of any Entity's board of directors or managers, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, advisory board members, financial advisors, attorneys (including any attorneys or other professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

⁵⁸ Art VIII.E.

⁵⁹ Art. VIII.F.

Date until all remaining property vested in the Post-Effective Date Debtors has been liquidated and distributed in accordance with the Plan.

- (g) *Non-Discrimination.* The Plan also provides that no Entity, including a Governmental Unit, shall discriminate against the Post-Effective Date Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise or similar grant to, or condition or discriminate with respect to such grant, solely because the Debtors have been subject to the Chapter 11 Cases or have been insolvent.⁶⁰

82. *Conditions Precedent.* The Effective Date is conditional on the satisfaction or waiver of certain conditions including:⁶¹

- (a) the Restructuring Transactions shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;
- (b) in the case of the Brookfield Transaction, the Distribution Reserve Accounts shall have been established and the Priority Claims Reserve Amount and Wind-Down Amount shall have been funded;
- (c) the US Bankruptcy Court shall have issued the Confirmation Order, which shall have become a Final Order;
- (d) each document or agreement constituting the applicable Definitive Documents shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties prior to or contemporaneously with the occurrence of the Effective Date;
- (e) the New Takeback Facility Documents, if applicable, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

⁶⁰ Art VIII.G.

⁶¹ Art IX.A.

- (f) the DIP Claims shall have been indefeasibly paid in full in cash (or satisfied by the New Takeback Facility);
- (g) in the case of the Recapitalization Transaction, the New Common Stock shall have been issued;
- (h) the Restructuring Expenses shall have been paid in full;
- (i) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;
- (j) if applicable, the Brookfield APA shall have been executed, its conditions shall have been satisfied or waived, and shall have closed substantially simultaneously with the Plan becoming effective, and be in full force and effect and binding upon the relevant parties according to its terms;
- (k) if and as applicable, Phoenix shall have delivered the Purchase Price to the Debtors in exchange for the Post-Effective Date Debtors' distribution of the substantially all of the New Common Stock or transfer of substantially all of the Debtors' assets or as otherwise agreed to by the Debtors and Phoenix;
- (l) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed;
- (m) the RSA shall remain in full force and effect;
- (n) the GUC Trust Agreement shall have been executed and the GUC Trust Assets shall have been vested or be deemed to have vested in the GUC Trust;
- (o) none of the Chapter 11 Cases shall have been converted to chapter 7 cases;
- (p) no US Bankruptcy Court Order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the US Bankruptcy Code with respect to the Debtors;

- (q) the Plan shall not have been materially amended, altered, or modified other than as confirmed by the Confirmation Order, the Restructuring Support Agreement and, in the event of an Asset Sale, the Brookfield APA; and
- (r) the professional fees and expenses required to be approved by the shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court.

83. *General.*

- (a) Article X of the Plan provides a limited right of amendment without the confirmation of the US Bankruptcy Court. Article X.C sets out situations where the Plan can be withdrawn or revoked.
- (b) Under Article XI, the Court retains jurisdiction to resolve disputes.
- (c) Under Article XII.A, upon the Effective Date, the terms of the Plan are immediately effective and enforceable and deemed binding on the Debtors, the Post-Effective Date Debtors, Phoenix and all Holders of Claims or Interests, and all Entities that are party to any settlements compromises, releases, discharges and injunctions described in the plan, together with any non-Debtor counterparties to Executory Contracts or Leases.

G. Summary of the Cologix APA

- 84. When referring to the Cologix APA or the Cologix Transaction in this section F, capitalized terms not otherwise defined in this section shall have the meanings given to them in the Cologix APA. Capitalized terms are either defined in section 11.1 of the Cologix APA, or the sections in which they are defined are referred to in section 11.2 of the Cologix APA.
- 85. The following paragraphs summarize the Cologix APA, which is provided for the convenience of this Honourable Court and parties in interest. To the extent there is any conflict between this summary and the Cologix APA, the Cologix APA shall govern in all respects.
- 86. *Cologix Transaction.* Under section 1.1 of the Cologix APA, Cologix will purchase the Acquired Assets free and clear of all Encumbrances other than Permitted Encumbrances in exchange for the Purchase Price.

87. *Acquired Assets.* The Acquired Assets consist of the following assets of Communications ULC:
- (a) the Assigned Contracts;
 - (b) all prepaid or deferred charges and expenses, including all lease and rental payments, in each case, that have been prepaid by Communications ULC with respect to any Acquired Leased Real Property;
 - (c) the Acquired Leased Real Property and Acquired Leases, including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;
 - (d) all tangible assets of Communications ULC located at any Acquired Leased Real Property and any such tangible assets on order to be delivered to any Acquired Leased Real Property, other than those assets set forth on Cologix APA Schedule 1.1(d); and
 - (e) to the extent transferable, all rights of Communications ULC under any permits, permissions, licenses, authorizations, and other similar items, in each case, arising from a local Governmental Body having jurisdiction over, and only to the extent relating solely to the operation or use of the Acquired Leased Real Property, but specifically excludes the Excluded Assets.
88. *Purchase Price.* The Purchase Price under section 2.1(a) of the Cologix APA is the aggregate of (a) the assumption of the Assumed Liabilities and (b) a cash payment of \$10,000,000 (collectively, the “**Purchase Price**”).
89. *Closing.* Under section 2.2 of the Cologix APA, the Closing occurs on the second (2nd) Business Day following full satisfaction or due waiver of the closing conditions (by the Party entitled to the benefit of such condition) set forth in the Cologix APA, or at such other place and time as the Parties may agree in writing.
90. *Termination.* Under section 8.1(b) of the Cologix APA, the Cologix APA may be terminated at any time prior to the Closing only in accordance with such section, and in no other matter by, among other things, written notice of either Cologix or Communications ULC, if the Closing shall not have occurred on or before the Outside Date of December 31, 2023 (or such later date as provided in section 10.12 of the Cologix APA); provided that a Party is not be permitted to terminate the Cologix APA if the failure of the Closing to have occurred by the Outside Date was

caused by such Party's failure to perform any of its obligations under the Cologix APA; provided further that Communications ULC may extend the Outside Date up to an additional 45 days to the extent necessary to satisfy the conditions set forth in section 7.1 of the Cologix APA so long as the other conditions in Article VII of the Cologix APA have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied).

91. *Assumed Liabilities.* Under section 1.3 of the Cologix APA, Cologix is required to irrevocably assume from Communications ULC the following Assumed Liabilities:
- (a) all Liabilities and obligations of Communications ULC under the Assigned Contracts that first become due from and after the Closing;
 - (b) all Liabilities (including all government charges or fees) arising out of the conduct of the Transferred Business or the ownership or operation of the Acquired Assets, in each case, by Cologix on or after the Closing Date;
 - (c) all Transfer Taxes required to be paid under the Cologix APA;
 - (d) without duplication: (A) the Pro Rata Portion of all Taxes with respect to the Acquired Assets for the Straddle Period, and (B) all Taxes with respect to any taxable period first beginning after the Closing Date;
 - (e) all Liabilities agreed to be assumed by Cologix in writing or for which Cologix has agreed to be responsible in accordance with the Cologix APA; and
 - (f) all Liabilities relating to Transferred Employees and all Liabilities and obligations assumed by Cologix under section 6.1 of the Cologix APA.
92. *Employees.* Section 6.1 of the Cologix APA governs the terms under which Cologix will offer employment to employees of Communications ULC engaged in the business transferred to Cologix ("**Business Employees**"). Cologix has confirmed to Communications ULC that it will offer employment to all Business Employees on substantially the same terms under which the Business Employees are currently employed by Communications ULC. Upon acceptance of the offer, such Business Employees become Transferred Employees. All Liabilities relating to the employment by Communications ULC of any Business Employees are Excluded Liabilities.

However, Cologix shall be solely liable for Liabilities relating to Transferred Employees to the extent such Liability arises after such Transferred Employee commences employment with Cologix and relates to or arises from such employment, or relates to or arises from a breach of or default under an offer of employment by Cologix. There are specific legislative requirements relating to Business Employees residing in Quebec that provide that Cologix will be responsible for all liabilities relating to those Business Employees.

93. *Conditions Precedent.*

- (a) *Mutual Conditions Precedent.* Under section 7.1 of the Cologix APA, the obligations of Cologix and Communications ULC are subject to the following mutual conditions precedent:
 - (i) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Closing that is continuing in effect;
 - (ii) the US Bankruptcy Court shall have entered the Sale Order and shall not have been stayed, reversed, or modified; and
 - (iii) this Honourable Court shall have pronounced the Recognition Order and the Recognition Order shall not have been stayed, set-aside, reversed or modified.
- (b) *Conditions Precedent in favour of Cologix.* Under section 7.2 of the Cologix APA, Cologix's obligations are subject to the following conditions precedent:
 - (i) the representations and warranties of Communications ULC in Art. III shall be true and correct in all material respects as of the date specified in section 7.2;
 - (ii) Communications ULC shall not have breached, in any material respect, the covenants required to be performed or complied with by Communications ULC under the Cologix APA on or prior to Closing;
 - (iii) no Material Adverse Effect shall have occurred and be continuing with respect to the Transferred Business;

- (iv) Communications ULC shall have executed or delivered to Cologix all of the documents, instruments, and agreements required under section 2.3 of the Cologix APA;
 - (v) the Canada Sale Order, as approved by the US Bankruptcy Court, shall be substantially in the form attached to the Cologix APA as Exhibit B; and
 - (vi) Cologix shall have received on and as of the Closing Date a certificate of an authorized officer of Communications ULC confirming that the conditions set forth in section 2.3 of the Cologix APA have been satisfied.
- (c) *Conditions Precedent in favour of Communications ULC.* Under section 7.3, the obligations of Communications ULC under the Cologix APA are subject to the following conditions precedent:
- (i) the representations and warranties made by Cologix in Art. IV shall be true and correct in all material respects as of the date specified in section 7.3;
 - (ii) Cologix shall not have breached in any material respect the covenants required to be performed or complied with by it under the Cologix APA on or prior to the Closing Date; and
 - (iii) Communications ULC shall have received on and as of the Closing Date a certificate of an authorized officer of Cologix confirming that the conditions set forth in Section 2.4 of the Cologix APA have been satisfied.

PART 5 RATIONALE FOR PLAN, BROOKFIELD APA AND COLOGIX APA

A. Brookfield Transaction and Plan

94. The Plan and Brookfield APA were the natural conclusion of the Debtors' months-long Marketing Process where the Debtors, working with Guggenheim, extensively marketed their business in a highly visible, court-supervised process. The Marketing Process is described in detail in the Declaration of Ronen Bojmel in support of the Confirmation of the Plan filed November 14, 2023, a copy of which is attached to this Affidavit as **Exhibit "I"** (the "**Bojmel Declaration**"). Ronen Bojmel is a Senior Managing Director of Guggenheim, co-heads

Guggenheim's investment banking restructuring practice, and I believe was closely involved in the Marketing Process.

95. I believe that the Plan and Brookfield Transaction achieve the highest value available and best overall outcome for the Debtors' estates and their stakeholders and is more value-maximizing than the Recapitalization Transaction.
96. The proceeds of the Brookfield Transaction will be used to fund distributions under the Plan and permit the Debtors to wind-down and dissolve their remaining operations.
97. The cash payment under the Brookfield APA provides substantial value to the Debtors' estates, maximizes the value of all of the Acquired Assets, and provides for a substantial recovery to all Holders of Claims. There were a number of competing bids submitted during the Marketing Process, which enhanced the Debtors' ability to receive the highest or otherwise best value for their assets. I believe that the Brookfield Transaction will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative.
98. As Ronen Bojmel observed in paragraph 17 of the Bojmel Declaration, and I believe, the duration and scope of the Marketing Process, the due diligence conducted by potential interested parties, the feedback obtained from parties solicited, as well as from the parties who submitted proposals or bids and with whom the Debtors engaged in ensuing negotiation, resulted in the Brookfield Transaction being the highest or otherwise best sale transaction presently available to the Debtors in the circumstances of the Chapter 11 Cases.
99. Because the Brookfield APA contemplates the assumption of substantially all of the Debtors' contracts, unexpired leases, and other obligations of the Debtors' estates that constitute Assumed Liabilities under the Brookfield APA, the Brookfield Transaction will result in payment in full for many of the Debtors' unsecured creditors.
100. The reasons for including the Plan Releases in the Plan are:
 - (a) Each Released Party has made a substantial contribution to the Debtors' estates. The Released Parties played an integral role in the formulation of the Plan and contributed to the Plan by expending significant time and resources analyzing and negotiating the terms thereof.

- (b) The Plan Releases are essential to the success of the Plan because they constitute an integral term of the Plan. Indeed, absent the Plan Release, it is highly unlikely the Debtors would have been able to build the extraordinary level of consensus with respect to the Plan and the transactions contemplated thereby.
- (c) The Plan provides for meaningful consideration under the circumstances for all creditors potentially giving up colorable claims under the releases. Accordingly, I believe that the Debtor Release is fair, equitable, and in the best interests of the Debtors' estates.
- (d) The mutuality of the Plan Release, whereby third parties receive the benefit of the Plan Release (the "**Third-Party Release**") is supportable for the following reasons:
 - (i) Based on my consultation with Kirkland, I also understand that the Third Party Release is (a) consensual, (b) in exchange for the good and valuable consideration provided by the Released Parties, (c) a good faith settlement and compromise of the Claims and Causes of Action released by the Third-Party Release, (d) materially beneficial to and in the best interests of the Debtors, their estates, and their stakeholders and is important to the overall objectives of the Plan to finally resolve certain claims among or against certain parties in interest in the Chapter 11 Cases, (e) fair, equitable, and reasonable, (f) given and made after due notice and opportunity for hearing, and (g) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Third Party Release against any of the Released Parties.
 - (ii) The Third-Party Release is an integral part of the Plan, which is supported by many of the Debtors' creditors and provides a meaningful recovery under the facts and circumstances of the Chapter 11 Cases. Like the Debtor Release, the Third-Party Release facilitated participation of the Released Parties in both the Plan and the chapter 11 processes generally. The Third-Party Release is instrumental to the Plan and was critical in incentivizing the Released Parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The Third-Party Release was instrumental in developing the Restructuring Support Agreement that served as the basis for the Plan. In exchange, the Released Parties worked constructively with the Debtors to negotiate and implement the restructuring transactions embodied in the

Plan and have provided material concessions, benefits, and commitments to the Debtors through the Restructuring Support Agreement and during the pendency of the Chapter 11 Cases. Without the Third Party Release, key stakeholders, including the Committee, would not have been willing to support the restructuring transactions contemplated by the Plan without the assurance that they and their collateral and interests would not be subject to post emergence litigation or other disputes related to these Chapter 11 Cases. Accordingly, the Third-Party Release allowed the Debtors and the Debtors' creditors to develop a plan that, through primarily the Brookfield Transaction, maximizes value for all of the Debtors' stakeholders, preserves certain of the Debtors' businesses as a going concern, and allows for the orderly wind down of these Chapter 11 Cases. The Third-Party Release is necessary to bringing these Chapter 11 Cases to a resolution.

101. Nine formal objections (“**Objections**”) to confirmation of the Plan were filed, including one by the U.S. Trustee regarding the provision of the Third-Party Release. The Debtors have resolved certain of these Objections, however, to the extent the Debtors are unable to consensually resolve such Objections prior to the US Bankruptcy Court hearing for approval of the Confirmation Order on November 16, 2023, the Debtors will be requesting that the US Bankruptcy Court overrule such Objections.
102. At a hearing on November 16, 2023, the US Bankruptcy Court granted the Confirmation Order confirming the Plan. Although the filed and entered copy of the signed Confirmation Order is not yet available, attached to this Affidavit as **Exhibit “J”** is the Notice of Filing of Revised Findings of Fact, Conclusions of Law, and Order confirming the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and its Debtor Affiliates pursuant to Chapter 11 of the US Bankruptcy Code that was filed by the Debtors on November 16, 2023 and to which is attached as Exhibit A thereto a revised Confirmation Order. Under the Confirmation Order, the US Bankruptcy Court, in addition to, *inter alia*, confirmed the Plan and approved the Brookfield APA and Brookfield Transaction, and made the following findings and orders:
 - (a) all unresolved objections, statements and reservations of rights are overruled on the merits;⁶²

⁶² Confirmation Order, pages 11, 50 and 53.
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- (b) the Creditors in Class 3 (the First Lien Lenders) and Class 4 (the General Unsecured Creditors) voted to accept the Plan;⁶³
- (c) the Plan Releases provided appropriate protections to parties that participated in the Debtors' restructuring process, and that the Released Parties made significant concessions and contributions to the Chapter 11 Cases and compromised substantial rights and claims against the Debtors under the Plan;⁶⁴
- (d) each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the US Bankruptcy Code, and therefore the Plan is in the best interests of the creditors and equity holders;⁶⁵
- (e) (i) the Marketing Process was fair, open, adequate, non-collusive, duly noticed and provided a full, fair and reasonable opportunity for any entity to make an offer, and obtained the highest or best value for the Debtors' Estates, (ii) there was no other transaction available or presented that would have yielded as favourable an economic result for the Debtors' Estates as that provided by the Brookfield Sale, (iii) all creditors and other parties in interest and all prospective buyers have been afforded a reasonable and fair opportunity to make a higher or otherwise better offer, and (iv) the Marketing Process was adequate and appropriate and reasonably calculated to maximize the value for the benefit of all stakeholders in all respects;⁶⁶ and
- (f) the total consideration provided is the highest or best offer available to the Debtors, and the Brookfield Transaction represents the best opportunity to realize the maximum value for the Debtors' Estates, and will provide a greater recovery than would be provided by any other presently available alternative.⁶⁷

B. Cologix Transaction

⁶³ Confirmation Order, page 15. See paragraphs 41 and 42 of this Affidavit where the results of the tabulation of the votes on the Plan are referred to.

⁶⁴ Confirmation Order, page 22-26 and 80.

⁶⁵ Confirmation Order, pages 33-34.

⁶⁶ Confirmation Order, pages 39-40.

⁶⁷ Confirmation Order, page 41.

103. Cologix is a well-capitalized, sophisticated colocation services provider and possesses expertise in the colocation services industry and its own business operations. I understand through my role as DCRO, Cyxtera's negotiations with Cologix and my review of the letter from Cologix to the Information Officer, a copy of which is attached to this Affidavit as **Exhibit "K"**, that:
- (a) the Debtors evaluated Cologix's financial wherewithal before finalizing the Cologix APA (e.g., financial credibility, willingness, and ability of Cologix to perform under the Assigned Contracts and Acquired Leases);
 - (b) Cologix has demonstrated such financial wherewithal and has adequate cash on hand to consummate the Cologix Transaction on an expeditious timeline, without the need to finalize and secure funding;
 - (c) Cologix is currently a tenant operating two data centres in the premises for the Vancouver and Montreal Data Centres where Communications ULC currently operates;
 - (d) Cologix has adequate cash on hand to consummate the Canada Sale on an expeditious timeline, without the need to finalize and secure funding, and after a robust Marketing Process, the Debtors are unaware of any potential alternative purchasers interested in the Acquired Assets, either as a standalone purchase or as part of a larger sale package; and
 - (e) if granted the Canada Sale Order is granted, pursuant to paragraph IX.X of the Canada Sale Order, the US Bankruptcy Court will make a finding of fact that Cologix has the ability to perform the obligations under the Assigned Contracts and Acquired Leases.
104. I understand through my role as DCRO that Communications ULC is able to consummate the Cologix Transaction with minimal disruption to customer operations. The Cologix APA contemplates the smooth transition of customers and services from the Debtors to Cologix and therefore I believe that the Cologix Transaction is the best way to transition and maintain the availability of colocation services to customers.
105. After a robust Marketing Process, the Debtors are unaware of any potential alternative purchasers interested in the Acquired Assets under the Cologix APA. If the Cologix Transaction does not close by the end of the ninety (90) day period following the Closing under the Brookfield Transaction, the Acquired Assets contemplated in the Cologix APA will remain as Acquired Assets for the purposes of the Brookfield APA. The Purchase Price under the Brookfield APA

will not, however, increase as a result of those Cologix Acquired Assets remaining with Phoenix. Hence the Cologix Transaction is the only available avenue for increasing the amount available to the Debtors' Estates for distribution to the Creditors for the Acquired Assets under the Cologix APA, which is the cash component of the Purchase Price under the Cologix APA in the amount of \$10 million.

106. In my opinion, the Cologix APA is the culmination of a fair and transparent marketing and negotiation process in which both the Debtors and Cologix were represented by competent counsel and all negotiations were conducted on an arm's length, good faith basis.
107. The Cologix Transaction was reviewed by the Debtors in consultation with the Committee and was consented to by the Required Consenting Term Lenders, but subject to the condition that the DIP Charges⁶⁸ attach to the proceeds arising from the Cologix Transaction and such proceeds shall be distributed in accordance with the Plan.
108. Furthermore, I understand from working through the due diligence process for the Cologix Transaction that Cologix and the Debtors are wholly unrelated, sharing no officers, directors, shareholders, incorporators, employees, or economic interests—other than as embodied in the Cologix Transaction—in common.
109. I believe that there are sound business reasons for the Cologix Transaction and that it is the best available option to maximize the value of the Acquired Assets under the Cologix APA for the benefit of the Debtors' estates.
110. If the Cologix Transaction closes after the closing of the Brookfield Transaction but prior to the Specified Date, being 90 days following the closing of the Brookfield Transaction, then the

⁶⁸ A charge was created securing the indebtedness under the DIP Facility pursuant to the interim Order entered June 6, 2023 (the "**Interim DIP Order**") and final Order entered July 19, 2023 (the "**Final DIP Order**") (i) authorizing the Debtors to obtain postpetition financing, (ii) authorizing the Debtors to use cash collateral, (iii) granting liens and providing superpriority administrative expense claims, (iv) granting adequate protection, (v) modifying the automatic stay, (vi) scheduling a final hearing, and (vii) granting related relief, (2) the final Order entered July 19, 2023 (i) authorizing the Debtors to obtain postpetition financing, (ii) authorizing the Debtors to use cash collateral, (iii) granting liens and providing superpriority administrative expense claims, (iv) granting adequate protection, (v) modifying the automatic stay, and (vi) granting related relief. This Honourable Court pronounced (A) the Supplemental Order – Foreign Main Proceeding on June 7, 2023, recognizing and giving effect to, among other Orders, the Interim DIP Order, and (b) the Order – Recognition of Foreign Orders on July 31, 2023, recognizing and giving effect to, among other Orders, the Final DIP Order.

Cologix APA will be deemed an excluded contract and the Acquired Assets under the Cologix APA will be deemed excluded assets.

111. If the Cologix Transaction does not close by the Specified Date, however, the Acquired Assets under the Cologix APA will remain Acquired Assets under the Brookfield APA and the associated Assumed Liabilities under the Cologix APA will remain Assumed Liabilities under the Brookfield APA.
112. With respect to the flow of funds in the event the Cologix Transaction closes after closing of the Brookfield Transaction but prior to the Specified Date, the Brookfield APA provides that Phoenix shall deliver to the Debtors the Cash Payment under the Cologix APA (adjusted for certain deductions related to expenses and taxes incurred in accordance with the Brookfield APA), provided that Phoenix actually receives the Cash Payment under the Cologix APA.
113. The reason for this ninety (90) day mechanism and the interplay between the Cologix APA and the Brookfield APA is to ensure that the Vancouver and Montreal data centres will continue in operation in one fashion or another after the closing of the Brookfield Transaction. This is necessary because after the closing of the Brookfield Transaction, the Debtors will begin to wind down any remaining operations and the Debtors have concluded, in consultation with the Ad Hoc Committee, that it is not economically in the interest of the Debtors and their Estates to operate the Acquired Assets under the Cologix APA during the ninety (90) day period following the closing.
114. On November 3, 2023, the Debtors submitted a motion to the US Bankruptcy Court seeking the Canada Sale Order under which, among other things, Communications ULC was authorized to enter into and perform under the Cologix APA, was heard by the US Bankruptcy Court on November 16, 2023 (the “**Sale Hearing**”).
115. The Acquired Assets under the Canada Sale Order include the Acquired Leases and Assigned Contracts, the latter of which include Contracts with customers, distributors, resellers, channel partners and leases governing tangible assets included in the Acquired Assets. Attached to this Affidavit as **Exhibit “L”** is the list of Acquired Leases and Assigned Contracts for the Cologix Transaction. I understand from speaking to Kirkland that as part of the Cologix Transaction, the Debtors are required to assume and assign the Assigned Contracts and Acquired Leases and satisfy all cure amounts or otherwise cure any defaults thereunder, if any, in accordance with the

terms of the Cologix APA (the “**Cure Costs**”). Attached to this Affidavit as **Exhibit “M”** is a list of the Cure Costs existing under the Cologix Transaction. I also understand Cologix is also required to provide adequate assurance of future performance under the Assigned Contracts and Acquired Leases.

116. I further understand from Kirkland that once the assignment has been completed, the Debtors and their estates will be relieved from any further liability for breaches occurring under the Assigned Contracts and Acquired Leases following the date of the assignment.
117. I understand further from speaking to Kirkland that Cyxtera sent Notices of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases dated November 3, 2023 and November 9, 2023 (the “**Assumption and Assignment Notices**”) to each of the Counterparties, which were filed with the US Bankruptcy Court on that date. The Assumption and Assignment Notices applied to the Cologix Transaction. The Assumption and Assignment Notices gave notice of the following:
- (a) the assumption and assignment of each of the Assigned Contracts and Acquired Leases in accordance with the Cologix APA, as of the Closing Date;
 - (b) Cologix has the financial wherewithal to meet all future obligations under such Assigned Contracts and Acquired Leases, which may be evidenced upon written request by the Counterparty thereto, thereby demonstrating that Cologix has the ability to comply with the requirements of adequate assurance of future performance;
 - (c) any Counterparty seeking to object to the proposed assumption or assignment of any Assigned Contracts and Acquired Leases must file with the US Bankruptcy Court and serve on the counsel for the Debtors, the US Trustee, the Unsecured Creditors Committee and counsel for the Unsecured Creditors Committee its written objection by no later than ten (10) days after the date the Debtors served the Assignment and Assumption Notice on such Counterparty (an “**Objection**”);
 - (d) absent an Objection being timely filed, the assumption and assignment of each Assigned Contract and Acquired Lease shall become effective on the Closing Date;
 - (e) the proposed cure amount under each such Assigned Contracts and Acquired Leases was listed on Schedule 2 to the Assignment and Assumption Notices, and if a written

Objection to the proposed cure amount was not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes; and

- (f) if an Objection is not withdrawn or resolved, the Debtors will file a notice for a hearing before the US Bankruptcy Court to consider the Objection, and if such Objection is overruled or withdrawn, such Assigned Contract and Acquired Lease shall be assumed and assigned as of the Closing Date.

118. On November 9, 2023, the Debtors filed the Supplemental Notice of Assumption of Assignment of Certain Executory Contracts and/or Unexpired Leases, which is attached this Affidavit as **Exhibit “N”**, seeking the Supplemental Assignment of Acquired Agreements Order which would allow for the assumption and assignment of additional Executory Contracts and Unexpired Leases relating to the Vancouver data centre as provided for under the Cologix Transaction.

119. Although certain of the Acquired Leases had restrictions on assignment, the Debtors have obtained the consent of the Landlords thereunder to the assignment of the Acquired Leases to Cologix pursuant to the Cologix Transaction. I am informed by Kirkland that section 365(f)(1) of the US Bankruptcy Code provides that provisions that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect. Notwithstanding this, on or around November 9, 2023, the Debtors sent a letter in the form attached to this affidavit as **Exhibit “O”** (the “**Informal Assignment Letter**”) to each of the Counterparties to Assigned Contracts stating the following:

- (a) such Counterparty has until November 13, 2023 (the “**Response Period**”) to respond to the assumption and assignment of the Assigned Contract that such Counterparty is party to by stating that such Counterparty consents to the assignment by signing the consent attached thereto and returning it to Kirkland and Gowling, United States and Canadian counsel to Cyxtera (the “**Notice Parties**”);
- (b) to the extent that such Assigned Contract contains a provision restricting its assumption and/or assignment, requesting that such Counterparty consent to such assignment and assumption by no later than the end of the Response Period;

- (c) if such Counterparty objects to such assignment and assumption, requiring that such Counterparty provide written notice to the Notice Parties by no later than the end of the Response Period;
- (d) the US Bankruptcy Court will consider approval of the assumption and assignment of such Assigned Contract at a hearing on November 16, 2023 before the Honourable John K. Sherwood, United States Bankruptcy Judge; and
- (e) failure to respond to such letter by the end of the Response Period will be considered to be an affirmative consent to the assignment of the Assigned Contract.

120. I am advised by the Debtors that none of the Assigned Contracts were entered into after the Petition Date, and that none of the Assigned Contracts consisted of swaps, derivatives, hedging agreements or other eligible financial contracts, or collective bargaining agreements with any employees of Communications ULC. Further, none of the Assigned Contracts include an agreement granting to another party a right to use intellectual property.

121. According to a global liquidation analysis prepared by AlixPartners, which is attached as **Exhibit D** to the Disclosure Statement dated September 9, 2023 attached to this Affidavit as **Exhibit "P"**, in respect of the Plan, the total recovery of the Debtors' creditors in a liquidation would be less than the amount that they receive under the Plan, which contemplates the completion of the Cologix Transaction and the Brookfield Transaction. Furthermore, the amount available for recovery for Communications ULC's assets on a standalone basis in a liquidation would be less than the \$10,000,000 available under the Cologix Transaction. Attached hereto and marked as **Exhibit "Q"** is the Communications ULC liquidation analysis prepared by AlixPartners. Therefore, based on these analysis, the Cologix Transaction and Brookfield Transaction result in a greater benefit for the Debtors' creditors than a liquidation scenario.

122. As of the date that this Affidavit was sworn:

- (a) One (1) Counterparty has requested adequate assurance to the Assigned Contracts under the Cologix APA in advance of the Sale Hearing;
- (b) no Counterparties have filed an Objection to the assignment and/or assumption contemplated under the Cologix APA with the US Bankruptcy Court;

- (c) three (3) Notice Parties provided responses to the Informal Assignment Letter to the assignment and/or assumption of the Assigned Contracts relating to the Canadian Debtors' assets: one (Cyberfortress) on the basis that the descriptions of prior contracts to be assigned was not accurate; one (The Electric Mail Company) on the basis that their relevant service order contract to be assigned and assumed was previously terminated; one from the Vancouver Data Centre landlord (Polaris Realty (Canada) Limited) on the basis that the Cure Costs to be paid was incorrect and that there were certain scrivener's errors.

- 123. I understand from Cyxtera's negotiations with Cologix that the Assigned Contracts are necessary to operate the Acquired Assets and, as such, the assumption and assignment of the Assigned Contracts is essential to inducing the best offer for the Acquired Assets. I further understand from Cyxtera's negotiations with Cologix that Cologix would not want to purchase the Acquired Assets unless the Assigned Contracts needed to manage the day to day operations, among other things, were included in the proposed Cologix Transaction.
- 124. I am advised by Kirkland that under Article V.C.8 of the Plan, unless provided otherwise therein, all employee wages, compensation, retiree benefits and benefit programs in place as of the Effective Date (as defined in the Plan) with the Debtors shall be assumed by the Post-Effective Date Debtors (as defined in the Plan) and shall remain in place as of the Effective Date, and the Post-Effective Date Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. Communications ULC does not have a pension plan for its employees.
- 125. The Cologix APA includes the obligation that Cologix offer employment to Communications ULC employees primarily engaged in the Debtors' operations in British Columbia and Quebec. I am advised by Cologix that it will offer the current employees of Communications ULC in the Vancouver and Montreal data centres the same or better offers of employment as they had with Communications ULC.
- 126. On November 16, 2023, the Canada Sale Order was approved by the US Bankruptcy Court. Attached to this Affidavit as **Exhibit "R"** is a true copy of the motion for the Canada Sale Order which includes the proposed Canada Sale Order. I understand from Kirkland that an entered copy of the Canada Sale Order has not been received as at the date of this Affidavit. It is anticipated

that an entered copy of the Canada Sale Order will be provided to this Honourable Court in advance of the within Application.

127. Under the Canada Sale Order, the US Bankruptcy Court made the following findings with respect to the Cologix Transaction:
- (a) the Cologix APA was negotiated, proposed, and entered into by Communications ULC and Cologix without collusion, in good faith, and from arm's-length bargaining positions and is substantively and procedurally fair to all parties;
 - (b) the Marketing Process, with regard to the Acquired Assets under the Cologix APA, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase those Acquired Assets, and the Cologix APA, including the form and total consideration to be realized by Communications ULC under the Cologix APA, (i) constitutes the highest and best offer for those Acquired Assets; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest;
 - (c) the approval of the Cologix APA, and the consummation of the Cologix Transaction, is in the best interests of the Debtors' estates, their creditors, and other parties in interest;
 - (d) the assumption and assignment of the Assigned Contracts under the Cologix APA is integral to the Cologix APA and a material component to the overall consideration provided by Cologix, does not constitute unfair discrimination, and will maintain the ongoing business of the Debtors, limit the losses of Counterparties thereto, and maximize the distributions available to the Creditors;
 - (e) the Debtors had properly filed and served the Assumption and Assignment Notice on each applicable Counterparty as set forth in the schedule attached to the Canada Sale Order as Exhibit 1 (the "**Assumption and Assignment Schedule**"), in accordance with the terms of the Contract Rejection/Assumption Procedures Order; and no timely objections was filed to the assumption and assignment of the Assigned Contracts after due and proper notice of the Contract Rejection/Assumption Procedures Order and the Assumption and Assignment Notice having been provided to each applicable Counterparty; and

- (f) Cologix has demonstrated that it can reasonably carry on the obligations under the Assigned Contracts.

C. Personal Property Searches

128. Attached to this Affidavit as **Exhibit “S”** are British Columbia, Alberta, Ontario and Quebec personal property security registry searches for Communications ULC.
129. Attached to this Affidavit as **Exhibit “T”** are British Columbia, Alberta, and Ontario personal property security registry searches for TRS ULC.
130. There are two Alberta PPR registrations against Cyxtera Communication Canada, Inc. As stated in Koza Affidavit #1, Communications ULC was originally incorporated federally as Cyxtera Communications Canada Inc. to be Cyxtera’s Canadian operating entity. It was then continued on in Alberta as Communications ULC as an unlimited liability corporation for taxation benefits.

PART 6 MISCELLANEOUS ORDERS

A. Contract Rejection/Assumption Procedures Order

131. The Cologix APA requires the assumption of the Assigned Contracts and Acquired Leases specified thereunder, which will be carried out in accordance with the Contracts Rejection/Assumption Procedures Order. Accordingly, it is necessary that the Contracts Rejection/Assumption Procedures Order be recognized in these Recognition Proceedings by this Honourable Court in these Recognition Proceedings. Attached to this Affidavit as **Exhibit “U”** is the Contract Rejection/Assumption Procedures Order granted by the US Bankruptcy Court on June 29, 2023.

B. Sixth Interim Cash Management Order

132. On October 11, 2023, this Honourable Court granted an Order recognizing and giving effect in Canada to a fifth interim cash management order (the “**Fifth Interim Cash Management Order**”) and a cash transfer order (the “**Cash Transfer Order**”).
133. On or around October 25, 2023, the US Bankruptcy Court granted a sixth interim cash management order (the “**Sixth Interim Cash Management Order**”) on a certificate of no objection filed by the Chapter 11 Debtors. Attached hereto and marked **Exhibit “V”** is the Sixth

Interim Cash Management Order. The Sixth Cash Management Order was granted as a result of Bank of America not having finalized Communications ULC's United States banking arrangements prior to the expiry of the Fifth Interim Cash Management Order and the Debtors' requirement to obtain a final cash management order.

134. CTI and the Debtors request that the Sixth Interim Cash Management Order be recognized and given effect in Canada by this Honourable Court pursuant to section 49 of the CCAA so that the Debtors' cash management system can continue to be utilized in Canada pending the Bank of America accounts being finalized and the Debtors obtaining a final cash management order in the Chapter 11 Cases.

C. Bid Protections Orders

135. On July 12, 2023, this Honourable Court recognized a Bid Procedures Order of the US Bankruptcy Court which attached to this Affidavit as **Exhibit "W"**. The Bid Procedures Order set out, among other things, the procedure for Cyxtera designating bids as stalking horse bids, and providing for break fees and reimbursement of costs in respect thereof.
136. Brookfield required that the Debtors, in consideration for Brookfield having expended considerable time and expense in connection with the Brookfield APA and its negotiation, provide compensation in the event the Brookfield APA was terminated pursuant to specific provisions thereunder, including if the Debtors consummate an Alternative Transaction (as defined in the Brookfield APA). In such a scenario, under section 8.2 of the Brookfield APA, Phoenix is entitled to a Breakup Fee in the amount of \$23,250,000 and an Expense Reimbursement in an amount not to exceed \$7,750,000, and the Breakup Fee and Expense Reimbursement are to be treated as superpriority administrative expense claims in the Chapter 11 Cases. In order to accomplish this, it was necessary for the Debtors, with the consent of the Ad Hoc Committee, to designate Phoenix as a stalking horse purchaser under Bidding Procedures Order.
137. On November 3, 2023, the Debtors issued a Notice of Bid Protections, giving notice of the designation of Phoenix as a stalking horse bidder and setting out the Breakup Fee and Expense Reimbursement, that the Debtors would be seeking an Order of the US Bankruptcy Court approving such designation and the Breakup Fee and Expense Reimbursement, attaching thereto a copy of the Brookfield APA, and stipulating that parties in interest wishing to object to the

designation of Phoenix as the stalking horse bidder must file an objection with the US Bankruptcy Court by 4:00 pm (ET) on November 6, 2023. On November 13, 2023, the US Bankruptcy Court entered an order approving the bid protections and granting related relief (the “**Bid Protections Order**”) on a certificate of no objection filed by the Chapter 11 Debtors. Attached hereto and marked **Exhibit “X”** is the Bid Protections Order.

D. Retention of AP Services Order

138. On July 19, 2023, pursuant to the Retention of AP Services Order, which is attached to this Affidavit as **Exhibit “Y”**, AlixPartners LLP was approved by the US Bankruptcy Court as financial advisor of the Debtors, and Eric Koza and myself were approved as CRO and DCRO respectively. I am advised by Gowling that the proposed Canadian recognition orders for the Confirmation Order and Canada Sale Order include closing certificates from the CRO or DCRO of the Canadian Debtors. I am advised by Gowling it has prepared these certificates for the CRO or DCRO to sign as it is customary in Canadian insolvency proceedings for a court officer to file and serve such certificates once all of the conditions precedent to the closing of a court supervised transaction have been completed in order for assets to vest in a purchaser, and the CRO or DCRO is the closest equivalent to a court officer in the Chapter 11 Cases.

PART 7 APPROVAL OF FEES AND DISBURSEMENTS

139. I understand from being advised by Gowling that the Supplemental Order requires that Gowling, the Information Officer and McMillan obtain approval of their respective professional fees, costs, and disbursements in the Recognition Proceedings by this Honourable Court, and therefore CTI and the Canadian Debtors have applied for the Professional Costs Approval Order.
140. Attached to this Affidavit as **Exhibit “Z”** is Gowling’s invoice to CTI dated November 15, 2023 for its work performed from October 1, 2023 to November 14, 2023, with three time entries in August, 2023. I have reviewed the invoice and it is accurate, fair, and reasonable, and based on the necessary work performed by Gowling.
141. I am advised by Gowling that information pertaining to the invoices of the Information Officer and McMillan will be made available to this Honourable Court and any interested party requesting copies of the same prior to the November 21, 2023 hearing date. I have reviewed the invoices for the Information Officer and McMillan. Their invoices appear to be fair and reasonable, and based on their actual work performed.

PART 8 CONCLUSION

142. For the foregoing reasons, I believe that the Plan and the proposed Brookfield Transaction and Cologix Transaction are in the best interests of the Debtors and their estates, as they serve to maximize the values of the Acquired Assets subject thereto for the benefit of the Debtors, their Estates and their stakeholders. I believe that, after extensive negotiations with the numerous parties in interest and a robust Marketing Process that spanned many months both prior to and after the Petition Date, the Plan, Brookfield Transaction and Cologix Transaction are in the best interests of the Debtors and their stakeholders.

143. Accordingly, for the reasons stated herein and, in the Application, I believe that recognition of the Confirmation Order and the Canadian Sale Order, together with the other Orders of the US Bankruptcy Court, and the provision of the other relief by this Honourable Court that is described in this Affidavit, is necessary for the protection of the Canadian Debtors' property and in the interests of their Creditors and other stakeholders.

SWORN BEFORE ME at the City of New York, in the State of New York, United States, this 17th day of November, 2023.



Notary Public in and for the State of New York, United States


RAYMOND LI

For a verification on oath or affirmation:

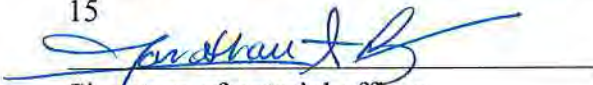
State of New York

County of New York

Signed and sworn to (or affirmed) before me on 17th (date) by Raymond Li November, 2023

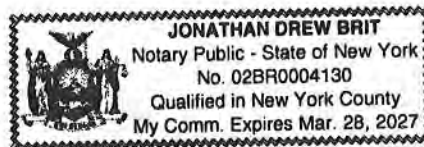
(Name(s) of individual(s) making statement)

15



Signature of notarial officer

Stamp

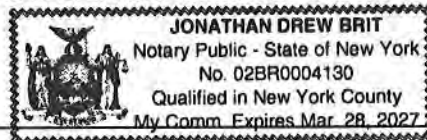


Name of Notary Public

Notary Public, State of New York Title of office

My commission expires (date) March 28, 2027

This is **Exhibit "A"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Joint Administration Requested)

**DECLARATION OF ERIC KOZA,
CHIEF RESTRUCTURING OFFICER OF
CYXTERA TECHNOLOGIES, INC., IN SUPPORT OF
CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

¹ A complete list of each of the above-captioned debtors and debtors-in-possession (the “Debtors”) in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



I, Eric Koza, hereby declare under penalty of perjury:

1. Cyxtera Technologies, Inc. (“Cyxtera Technologies,” and together with its Debtor and non-Debtor affiliates, “Cyxtera” or the “Company”)² files these chapter 11 cases to implement a comprehensive restructuring process to deleverage its balance sheet and reject certain unprofitable leases. Founded in 2017 through a carve-out acquisition from Lumen Technologies, Inc. (f/k/a CenturyLink, Inc.) (“Lumen”), Cyxtera is a Nasdaq-traded global leader in data center colocation and interconnection services. Cyxtera provides an innovative suite of connected and intelligently-automated infrastructure and interconnection solutions to more than 2,300 leading enterprises, service providers, and government agencies around the world. From its founding in 2017, Cyxtera’s core business performance has remained strong, generating revenue growth from \$695 million in 2017 to \$746 million in 2022.

2. Despite its strong core business performance, the Company has recently faced significant headwinds from inflation and macroeconomic volatility, which have driven up interest rates and energy prices. As inflation swelled in 2021 and 2022, the Federal Reserve reacted by raising interest rates at the fastest pace in decades. This contributed to the ballooning of Cyxtera’s annualized interest expense on funded debt from \$35.9 million in Q1 2022 to \$75.7 million in Q1 2023.

3. These challenges, along with the impending maturity of the Company’s revolving and term loans, placed increasing pressure on Cyxtera’s capital-intensive business, straining the Company’s liquidity profile and ability to invest in the business. Accordingly, starting in late 2021, the Company began to explore all strategic alternatives, including an investment in or sale of some or all of its business, and, thereafter, a further equity investment from its existing sponsors.

² A complete list of the Debtors in these chapter 11 cases is attached hereto as **Exhibit A.**

4. As part of these efforts, the Company—with the assistance of Kirkland & Ellis, LLP (“Kirkland”) as legal counsel, Guggenheim Securities, LLC (“Guggenheim Securities”) as investment banker, and later AlixPartners, LLP (“AlixPartners,” and together with Kirkland and Guggenheim Securities, the “Advisors”) as financial advisor—engaged with an ad hoc group of First Lien Lenders (the “Ad Hoc Group”), represented by Gibson, Dunn & Crutcher LLP as legal counsel and Houlihan Lokey, Inc. as investment banker, to chart a value-maximizing path forward. In parallel, on March 27, 2023, the Company, with the assistance of Guggenheim Securities, launched a marketing process (the “Marketing Process”) to engage potential interested parties concerning a significant investment in or purchase of some or all of the Company’s assets (the “Sale Transaction”).

5. These discussions with the Ad Hoc Group proved successful, culminating in the entry into a Restructuring Support Agreement (as defined herein) on May 4, 2023, which enjoys the broad support of First Lien Lenders (the “Consenting Lenders”) whose claims represent approximately 64 percent of the claims arising on account of obligations under the First Lien Credit Agreement (the “First Lien Claims”) as well as the Consenting Sponsors (as defined herein). In addition, the Marketing Process generated multiple indications of interest and is ongoing as of the Petition Date. Concurrently with the entry into the Restructuring Support Agreement, members of the Ad Hoc Group provided Cyxtera with a new money, \$50 million term loan facility (the “Bridge Facility”), of which \$36 million was drawn before the Petition Date, to bridge the Company’s financing needs, provide time to prepare for a potential chapter 11 filing, and otherwise avoid a value destructive, free fall bankruptcy filing.

6. The Restructuring Transactions (as defined herein) contemplated by the Restructuring Support Agreement will, among other things, (a) deleverage the Debtors’ balance

sheet through a debt-for-equity exchange, (b) enhance the Debtors' operational performance through the rejection of certain unprofitable data center leases, and (c) finance the Debtors' go-forward business through new exit financing. Moreover, the Restructuring Support Agreement incorporates a "sale toggle" mechanism pursuant to which the Debtors may pursue a higher or otherwise better transaction if one materializes from the Debtors' ongoing comprehensive Marketing Process. These Restructuring Transactions will position Cyxtera to emerge from chapter 11 as a healthy, well-capitalized enterprise that can continue to do what it does best—provide first-in-class infrastructure and interconnection services to support thousands of loyal customers across the globe.

* * * * *

7. I am the Chief Restructuring Officer (the "CRO") of the Company. I have served as the Debtors' CRO since May 5, 2023.³ I have personally been involved in recent comparable chapter 11 reorganizations such as *In re Avaya Inc., et al.*, Case No. 23-90088 (DRJ) (Bankr. S.D. Tex. Feb. 14, 2023), in which I served as CRO to Avaya Inc.; *In Riverbed Technology, Inc. et al.*, Case No. 21-11503 (Bankr. Del. Nov. 16, 2021), in which I served as financial advisor to Riverbed Technologies Inc. and certain of its affiliates; *In re NPC International Inc.*, Case No. 20-33353 (Bankr. S.D. Tex. July 1, 2020), in which I served as CRO of NPC International Inc.; *In re Chino Holdings, Inc.*, Case No. 20-32181 (Bankr. E.D. Va. May 4, 2020), in which I served as financial advisor to J. Crew Group Inc. and certain of its affiliates; *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Jan. 19, 2017), in which I served as CRO of Avaya Inc.; *In re Deluxe Ent. Servs. Group Inc.*, Case No. 19-23774 (Bankr. S.D.N.Y. Oct. 3, 2019), in which I served as financial advisor to Deluxe Entertainment Services Group Inc.; *In re Sungard Availability Servs. Capital*,

³ AlixPartners has advised the Debtors in connection with a potential restructuring since March 2023.

Inc., Case No. 19-22915 (Bankr. S.D.N.Y. May 1, 2019), in which I served as CRO to Sungard Availability Services Capital, Inc.; *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (Bankr. S.D.N.Y. Feb. 3, 2019), in which I served as financial advisor to Fullbeauty Brands Holdings Corp.; and *In re Cenveo Inc.*, Case No. 18-22178 (Bankr. S.D.N.Y. Feb. 2, 2018), in which I served as financial advisor to Cenveo Inc. I specialize in advising senior executives, boards of directors, and creditors in distressed situations. I was named one of the industry's top "People to Watch" by Turnarounds & Workouts 2018. My combination of restructuring, operating, and transaction experience spans multiple countries and a variety of industries.

8. I have approximately twenty-five years of experience serving in a variety of roles, including in senior management positions, as a financial advisor, a principal investor, and director of public and private companies. I have served as a Partner & Managing Director of AlixPartners since 2018, when AlixPartners acquired my previous financial advisory firm, Zolfo Cooper. I held several roles at Zolfo Cooper from 2009 to 2011 and from 2013 until its acquisition in 2018, including Managing Director from 2015 to 2018. Prior to that, I held a variety of roles, including Senior Vice President, Corporate Development and Financial Strategy at Comverse Technology, Inc. from 2011 to 2013; Founding Partner of private equity firm Verax Capital LLC from 2006 to 2009; and Partner in various investment funds at investment manager W.R. Huff Asset Management Co. LLC from 1999 to 2006. I received a B.S. from Boston College in 1996, and an M.B.A. from Boston University in 1999. I have been a CFA® charterholder since 2003. In my capacity as CRO, I am generally familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. I am above eighteen years of age and I am competent to testify.

9. On the date hereof (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), with the United States Bankruptcy Court for the District of New Jersey (the “Court”). I submit this declaration (this “Declaration”) to assist the Court and interested parties in understanding why the Debtors filed these chapter 11 cases and in support of the Debtors’ chapter 11 petitions and the relief requested in the motions filed along with the petitions (collectively, the “First Day Motions”). The facts set forth in each First Day Motion are incorporated herein by reference.

10. I am familiar with the contents of each First Day Motion and believe that the relief requested therein is necessary for the Debtors to smoothly transition into chapter 11 and to continue ordinary course operations postpetition.

11. The statements set forth in this Declaration are based upon my personal knowledge, my discussions with other members of the Debtors’ management team and the Debtors’ advisors, my review of relevant documents and information concerning the Debtors’ operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. I am authorized to submit this Declaration on behalf of the Debtors and, if called upon to testify, I could and would testify competently to the facts set forth herein.

12. To further familiarize the Court with the Debtors, their business, the circumstances leading to these chapter 11 cases, and the relief the Debtors are seeking in the First Day Motions, I have organized this declaration into four sections as follows:

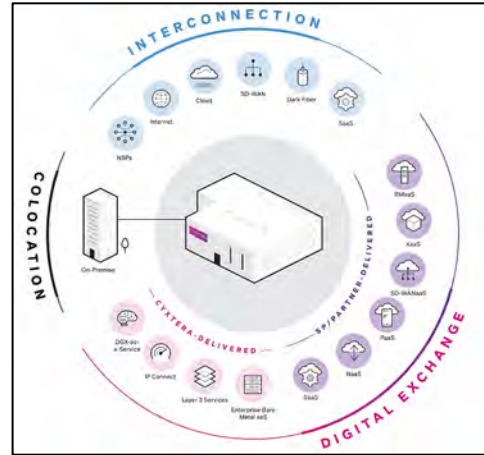
- **Part I** provides a general overview of the Debtors’ business operations and services and organizational history;
- **Part II** provides an overview of the Debtors’ prepetition organizational and capital structure;
- **Part III** describes the circumstances leading to these chapter 11 cases; and

- **Part IV** sets forth the evidentiary basis for the relief requested in the First Day Motions.

I. Cyxtera's Business and History.

A. Cyxtera's Business Operations and Services.

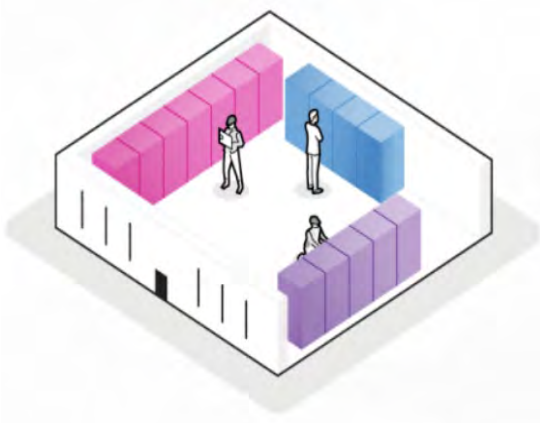
13. Cyxtera's global data center platform provides speed, scale, and agility for its customers' business demands by offering a complete suite of space, power, interconnection, bare metal, and remote management solutions. Cyxtera's software-defined platform and highly interconnected ecosystem provides enterprises with the foundation they need to compete in



today's digital world. Over 90 percent of Cyxtera's revenue is derived from recurring, fixed term customer contracts. Cyxtera's primary service and product offerings are described below.

1. The Company's Products and Services.

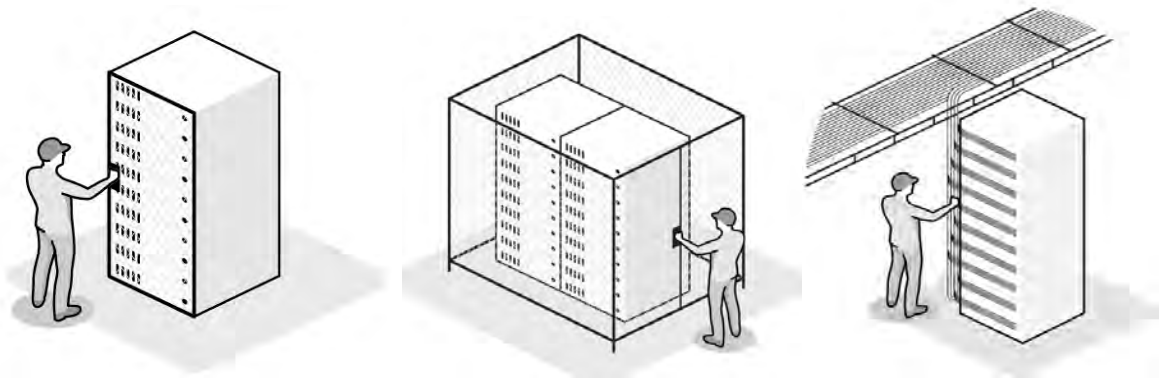
14. *Colocation.* (83 percent of revenue in 2022). Cyxtera offers retail colocation services in over sixty high-quality, highly-connected data centers in over thirty markets on three



continents. The Company's colocation services provide customers space and power in reliable, redundant, and secure data centers to host their critical applications and workloads in an integrated ecosystem. Colocation space and power services are offered under fixed-duration contracts (typically three years) and generate monthly

recurring revenue. Colocation services are highly customizable and can range from a standard

colocation rack or cabinet to a custom-designed cage, rack layout, and rack elevation, in addition to structured cabling solutions.



Secured Cabinets

Secured Cages

Structured Cabling

15. In certain of its markets, Cyxtera also offers smart cabinets (“SmartCabs”), which are on-demand, dedicated colocation cabinets, complete with built-in power and integrated, configurable, core network fabric. SmartCabs allow customers to instantly deploy and dynamically configure their end-to-end colocation infrastructure in a cloud-like model with direct access to a robust ecosystem of technology and service providers, enabling customers to achieve rapid connectivity without requiring them to bring in additional network hardware.

16. *Interconnection.* (11 percent of revenue in 2022). Cyxtera enables enterprises to reap the benefits of fast networks, high-performance connections, and efficient, multi-network



cloud-connect solutions by offering direct interconnection capabilities to global-reaching networks and major cloud providers. By providing direct connectivity to every major cloud provider through virtual and physical connections,

Cyxtera eliminates the volatility of the public internet, enabling enterprises to reduce network costs, increase bandwidth, and improve network performance and reliability.

17. Cyxtera's densely connected global data center footprint can be provisioned through Cyxtera's "Digital Exchange," which is Cyxtera's connected data center fabric that allows enterprises to deploy their information technology infrastructure on-demand. These offerings provide customers (i) the ability to establish fast, convenient, affordable, and highly reliable connections to their preferred network of service providers, (ii) low latency public cloud entry points that connect customers to other carriers, content providers, cloud providers, financial exchanges, and other enterprise customers, and (iii) a wide range of technology and network service providers and business partners. Interconnection services are offered on month-to-month contract terms and generate monthly recurring revenue.

18. *Enterprise Bare Metal.* (1 percent of revenue in 2022). For customers that do not own their own servers and other information technology equipment, Cyxtera Enterprise Bare Metal provides customers with on-demand access to Cyxtera-owned servers and information technology infrastructure that allows customers to consume Cyxtera's data center services in a cloud-like fashion. Cyxtera's fully automated platform also enables customers to seamlessly connect to partner services, including single-tenant, private bare metal servers from NVIDIA, Nutanix, Fujitsu, HPE and Dell. Enterprise Bare Metal services are offered under fixed duration contracts and generate monthly recurring revenue.

19. *Deployment and Other Support Services.* (5 percent of revenue in 2022). Cyxtera offers a variety of value-added services to help customers streamline data center deployment. These services include custom data center installation and set-up, access to secure cages and cabinets, integrated structured cabling solutions, and the ability to deliver a turnkey environment.

Deployment services are one-time in nature and generally billed at the time of completion or delivery. Cyxtera provides these services through a team of industry-recognized professionals that are available 24-7 to assist customers with routine management of their environments, such as server reboots, telecommunications support, equipment racking and stacking, operating system loading, and backups of critical data. These support services can be consumed on an ad hoc basis or in pre-paid blocks, in each case generating non-recurring revenue. Customers can also elect to purchase recurring monthly blocks of support hours, which generate monthly recurring revenue.

2. The Company's Broad Global Presence.

20. Cyxtera provides its colocation and related solutions to its customers through the operation of its more than sixty data centers, the majority of which are leased. Cyxtera's data center platform has a global footprint with data centers strategically located in twenty-three large metropolitan areas in North America, Europe, and Asia, comprising thirty-three distinct markets. These data centers are in close proximity to major business and financial hubs, core clusters of connectivity, and a wide range of data center customers, including a diverse collection of global enterprises and leading hyperscale cloud providers. New Jersey is one of Cyxtera's largest markets, accounting for approximately 13 percent of global revenue in 2022 and more than 200 customers served by data centers in Jersey City, Weehawken, and Piscataway. The scale and geographic reach of Cyxtera's data center platform enables it to meet its customers where they want to be and support their growth with deployments in multiple data centers across multiple markets. Furthermore, the scale and distribution of Cyxtera's data center footprint positions it for continued growth and creates sustainable barriers to market entry for new entrants and smaller regional players.



21. While Cyxtera's global footprint allows it to better serves its customers, certain individual data centers locations are unprofitable, and Cyxtera will use these chapter 11 cases to either renegotiate or reject those leases to allow it to emerge a leaner, more profitable business.

3. The Company's Customers.

22. Cyxtera has more than 2,300 customers across all major industry verticals, including: (i) retail; (ii) transport and logistics; (iii) manufacturing and natural resources; (iv) healthcare; (v) business services; (vi) media and content; (vii) banking and securities (viii) network service providers; and (ix) cloud and information technology services. The Company's customer base is comprised of approximately 90 percent private and public industry leading enterprises—companies that generate at least one billion dollars in revenue and/or have more than one thousand employees—and 10 percent small businesses. Cyxtera has a diverse customer mix with 8 percent of its monthly recurring revenue ("MRR") generated by its largest customer, Lumen, 32 percent of its MRR generated by its top twenty customers (excluding Lumen), and the remaining 60 percent of its MRR generated by all other customers. Cyxtera's customers are long-tenured with many of its top twenty customers having contracted with the Company for at least sixteen years, dating back to the Company's prior ownership. Additionally, approximately 30 percent of Cyxtera's customers are deployed in more than one data center.

23. The Company generates its customer base through promotions and specials for existing and new customers, as well as through a channel-led sales model that leverages third-party

partners located around the world to engage in referrals, resales, or strategic alliances with respect to the Cyxtera's products and services. On average, direct sales to end-users make up approximately 75 percent of the Company's total bookings. The Company generates these direct sales using Cyxtera-employed salespersons and sales agents who offer certain promotions and special incentives. Indirect sales and promotions via channel partners make up approximately 25 percent of total bookings.

B. Corporate History.

24. Cyxtera was founded in 2017 by affiliates of private equity firms BC Partners and Medina Capital for the purpose of acquiring Lumen's data center and colocation business.⁴ The Lumen data center portfolio consisted of high-quality, strategically located, scaled, and well-maintained data center assets that were under-optimized as a relatively small business unit within a large telecommunications carrier focused on its core networking business. Cyxtera's founders therefore saw an opportunity to transform Lumen's assets into a next-generation carrier-neutral global data center platform under a proven data center management team.

25. On May 1, 2017, with the completion of the acquisition, and in combination with Medina Capital's security and data analytics colocation business, Cyxtera was born. The Cyxtera management team took the underutilized assets and improved the business by developing Cyxtera's existing infrastructure through strategic investments in the platform, including by adding sellable capacity based on customer demand, broadening the scope of Cyxtera's interconnection offerings to further drive the carrier-neutral advantages of the platform, adding new service provider developments, and developing innovative bare-metal offerings.

⁴ Lumen retained an equity stake in the Company following the transaction and currently holds approximately 6.4 percent of Cyxtera Technologies' equity.

26. On November 14, 2019, Starboard Value Acquisition Corp. (“SVAC”) was incorporated in Delaware as special purpose acquisition vehicle (or SPAC) for the purpose of effectuating a merger, capital stock exchange, asset acquisition, or other business combination with one or more businesses. On September 14, 2020, SVAC completed its initial public offering (“IPO”) on the Nasdaq stock exchange (NASDAQ: SVAC), issuing approximately thirty-six million units of class A common stock at \$10.00 per unit. Simultaneously with the closing of the IPO, SVAC completed a private placement of an aggregate of 6,133,333 warrants to SVAC Sponsor LLC, at a purchase price of \$1.50 per warrant.

27. On February 21, 2021, SVAC entered into subscription agreements with Fidelity Management & Research Company LLC and clients of Starboard Value LP (collectively, the “PIPE Investors”), pursuant to which, among other things, SVAC agreed to issue and sell in a private placement, an aggregate of twenty-five million shares of Class A common stock to the PIPE Investors, for a purchase price of \$10.00 per share (the “PIPE Investment”). On July 29, 2021, SVAC consummated its business combination (the “de-SPAC”) with Cyxtera Technologies, Inc. (now known as Cyxtera Technologies, LLC) (“Legacy Cyxtera”). As a result of the de-SPAC, Legacy Cyxtera became a wholly-owned subsidiary of SVAC and SVAC changed its name to Cyxtera Technologies, Inc (NASDAQ: CYXT). Upon completion of the de-SPAC, the Company received proceeds of approximately \$654 million, including \$250 million on account of the PIPE Investment. The proceeds of the de-SPAC, including the PIPE Investment, were used for general corporate purposes, retirement of certain outstanding funded indebtedness, and payment of expenses incurred in connection with the de-SPAC.

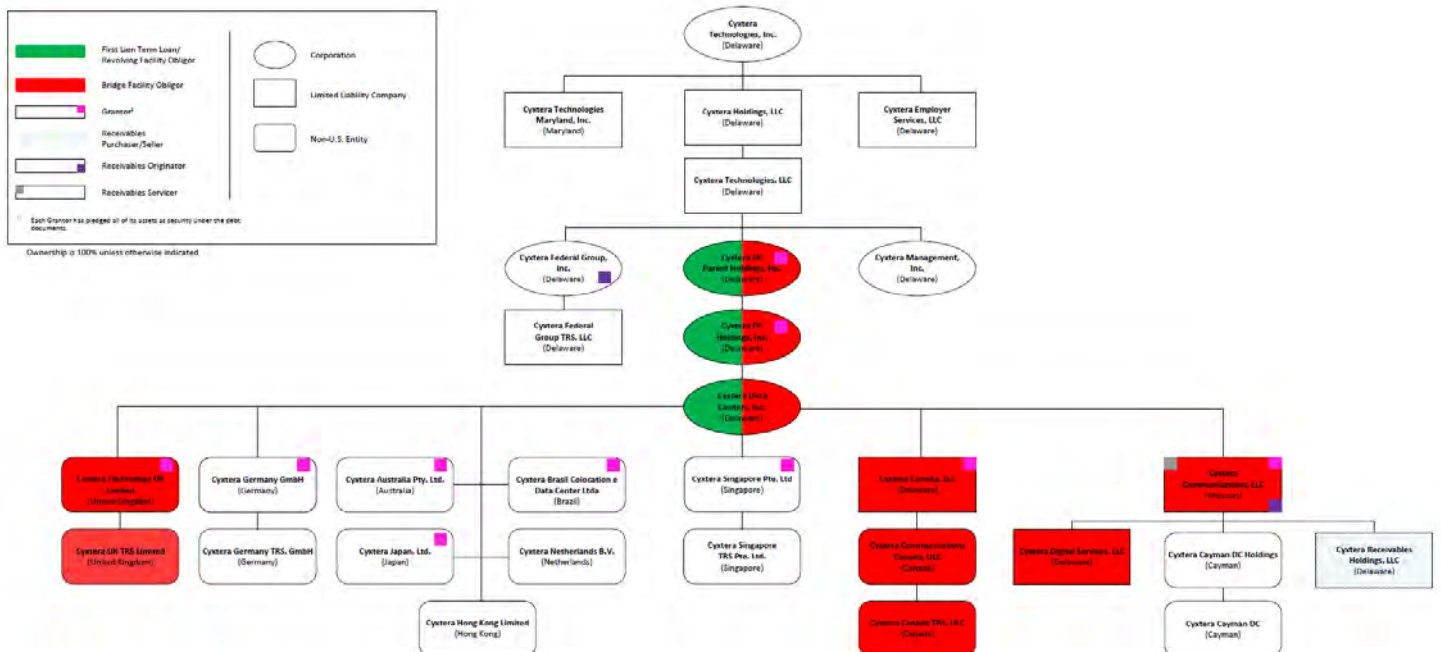
28. Since the de-SPAC, Cyxtera has continued to grow its business. Throughout 2021 and 2022, Cyxtera announced various strategic industry partnerships to help expand its services.

Today, Cyxtera's platform consists of over 40,000 physical and virtual cross-connects, more than 300 network service providers, more than 1,400 networks, and offers low latency connectivity to major public cloud zones from virtually all of its data centers.

II. Cyxtera's Organizational Structure and Prepetition Capital Structure.

A. Cyxtera's Organizational Structure.

29. An overview of Cyxtera's current organizational structure is reflected below.



B. Cyxtera’s Prepetition Capital Structure.

30. As of the Petition Date, the Debtors have approximately 1.020 billion in aggregate outstanding principal and accrued interest for funded debt obligations, as reflected below.

Funded Debt	Maturity	Approximate Principal	Approximate Accrued Interest	Approximate Outstanding Amount
Bridge Facility	May 1, 2024	\$50.0 million	\$0.5 million	\$50.5 million
Revolving Credit Facility	April 2, 2024	\$97.1 million	\$1.1 million	\$98.3 million
2019 First Lien Term Facility	May 1, 2024	\$96.3 million	\$0.8 million	\$97.0 million
2017 First Lien Term Facility	May 1, 2024	\$768.1 million	\$6.0 million	\$774.1 million
<i>Total Funded Debt Obligations:</i>		<i>\$1,011.5 million</i>	<i>\$8.3 million</i>	<i>\$1,019.9 million</i>

1. Term Loan Facilities.

31. The Debtors are party to a first lien term loan credit facility under that certain first lien credit agreement dated as of May 1, 2017 (as amended by that first amendment dated as of April 30, 2018, as further amended by that certain second amendment, dated as of December 21, 2018, as further amended by that certain third amendment, dated as of May 13, 2019, as further amended by that certain fourth amendment, dated as of May 7, 2021, as further amended by that certain fifth amendment, dated as of July 6, 2021, as further amended by Amendment No. 6 (as defined herein), dated as of March 14, 2023, as further amended by Amendment No. 7 (as defined herein), dated as of May 2, 2023, as further amended by Amendment No. 8 (as defined herein), dated as of May 4, 2023, and as may be further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time) (the “First Lien Credit Agreement”), by and between Cyxtera DC Holdings, Inc. (the “Borrower”), Cyxtera DC Parent Holdings, Inc. (“Holdings”), Cyxtera Communications, LLC (“Cyxtera Communications”), and Cyxtera Data Centers, Inc. (together with Cyxtera Communications and Holdings,

the “Guarantors”), the first lien lenders from time to time party thereto (the “First Lien Lenders”), and Citibank, N.A., as administrative agent and collateral agent. Pursuant to the First Lien Credit Agreement, the Debtors obtained credit facilities of up to \$1.275 billion consisting of: (i) a \$150 million first lien multi-currency revolving credit facility (the “Revolving Credit Facility”); (ii) an \$815 million first lien term loan facility (the “2017 First Lien Term Facility”); and (iii) a second lien credit agreement providing for a \$310 million second lien term loan facility (the “2017 Second Lien Term Facility”). On May 13, 2019, the Debtors borrowed an additional \$100 million in incremental first lien term loans under the First Lien Credit Agreement (the “2019 First Lien Term Facility”⁵ and together with the 2017 First Lien Term Facility, the “Term Loan Facilities” and the Term Loan Facilities together with the Revolving Credit Facility, the “First Lien Facilities”). On July 29, 2021, in connection with the de-SPAC, the Debtors repaid the entire balance of the 2017 Second Lien Term Facility.

32. The Term Loan Facilities mature on May 1, 2024 and are secured by liens on the collateral on a senior priority basis by substantially all of the Debtors’ equity interests and material real property. As of the date hereof, an aggregate amount of approximately \$871.1 million in unpaid principal and accrued but unpaid interest is outstanding under the Term Loan Facilities.

2. Revolving Credit Facility.

33. The First Lien Credit Agreement also provides the Debtors with a first lien, multi-currency Revolving Credit Facility. As of the Petition Date, the Revolving Credit Facility borrowing base was \$102.1 million with \$4.9 million letters of credit outstanding. Pursuant to Amendment No. 6, the Debtors requested, among other things, that the Revolving Credit Facility

⁵ For the avoidance of doubt, the 2017 First Lien Term Facility and the 2019 First Lien Term Facility are separate facilities under the same First Lien Credit Agreement.

be extended and, in connection with such extension, the Debtors agreed to reduce the aggregate extended revolving commitments by 15 percent. The Revolving Credit Facility matures on April 2, 2024, and is secured by liens on the collateral on a senior priority basis by substantially all of the Debtors' equity interests and material real property. As of the date hereof, an aggregate of approximately \$97.0 million in unpaid principal and accrued but unpaid interest is outstanding under the Revolving Credit Facility.

3. Bridge Facility.

34. On May 4, 2023, and in connection with entry into the Restructuring Support Agreement, the Borrower, Holdings, and the other loan parties and lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent for such lenders entered into a first lien priority credit agreement that provided up to \$50 million in new first lien term loans pursuant to the Bridge Facility. The guarantors under the Bridge Facility include the Guarantors under the First Lien Credit Agreement, in addition to Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Digital Services, LLC, Cyxtera Technology UK Limited, and Cyxtera UK TRS Limited.

35. The Bridge Facility is senior in right of payment to outstanding borrowings under the Term Loan Facilities and is secured on a *pari passu* basis with respect to all collateral securing the Term Loan Facilities. The Bridge Facility matures on the earliest of (i) May 1, 2024, (ii) the date on which the obligations under such facility become due and payable pursuant to the terms of the Bridge Facility, (iii) the effective date of the Debtors' chapter 11 plan, and (iv) the date of consummation of a sale of all or substantially all of any loan party's assets under Section 363 of the Bankruptcy Code. As of the date hereof, an aggregate amount of approximately \$50.5 million in unpaid principal and accrued but unpaid interest is outstanding under the Bridge Facility.

4. Equipment Finance Leases.

36. The Company is party to certain equipment leases (the “Equipment Finance Leases”) that it enters into, as lessee, buyer, or debtor in relation to the equipment subject thereto. The key structural features of the Equipment Finance Leases are that the relevant lessor leases a specified piece of equipment to the exclusive possession of the Debtors for a definite period of time (the “Term”) in exchange for rent. The Debtors assume no obligations of outright ownership and have a \$1 buyout option at the end of such Equipment Finance Lease. As of the date hereof, the Company owes an aggregate of approximately \$38.3 million on account of the Finance Leases.

5. The Receivables Program.

37. In 2020, the Company formed a wholly owned bankruptcy remote special purpose entity, Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”), to continuously receive, either through the purchase or the contribution of, trade receivables generated by Cyxtera Communications, LLC and Cyxtera Federal Group Inc. on account of their business operations (together, the “Originators,” and the trade receivables the Originators generate, the “Receivables”) pursuant to that certain purchase and sale agreement, dated as of August 31, 2022 (as the same may be amended, amended and restated, or otherwise modified from time to time) (the “Purchase and Sale Agreement”). Accordingly, pursuant to the Purchase and Sale Agreement, the Originators may either sell or contribute Receivables to Cyxtera Receivables Holdings on a daily basis at a fair market discount. Where a Receivable is sold to Cyxtera Receivables Holdings, Cyxtera Receivables Holdings makes certain payments to the Originators, payable at any time upon demand by the Originators, subject to the availability of funds by Cyxtera Receivables Holdings. Such transactions are either a true sale or an absolute contribution and conveyance of the Receivable by the Originators to Cyxtera Receivables Holdings, providing Cyxtera Receivables Holdings with the full benefits of ownership of the Receivables.

38. Further, Cyxtera Receivables Holdings, as seller, Cyxtera Communications, as Servicer, PNC Bank, National Association (“PNC Bank”), as Administrative Agent, and PNC Capital Markets LLC, as Structuring Agent, are each party to that certain receivables purchase agreement, dated as of August 31, 2022 (as the same may be amended, amended and restated, or otherwise modified from time to time) (the “Receivables Purchase Agreement,” and, together with the Purchase and Sale Agreement, the “Receivables Program”). Pursuant to the Receivables Purchase Agreement, upon request by Cyxtera Receivables Holdings, PNC Bank makes capital investment payments to Cyxtera Receivables Holdings, subject to certain restrictions.

39. In consideration for PNC Bank’s agreement to make such capital investment payments, Cyxtera Receivables Holdings, on the date of each investment payments, sells, assigns, or transfers to PNC Bank, all of Cyxtera Receivables Holdings’ newly acquired rights, title, and interest in, to, and under the Receivables designated as sold, including all proceeds and collections with respect thereto. Cyxtera Receivables Holdings then designates certain of the Receivables to be sold by Cyxtera Receivables Holdings to PNC Bank and Cyxtera Receivables Holdings grants a security interest in any remaining, un-sold Receivables to PNC Bank as collateral. Additionally, Cyxtera Receivables Holdings makes certain servicing fee payments to PNC Bank of 1.00 percent per annum based on the daily average aggregate outstanding principal balance of the then outstanding Receivables transferred to Cyxtera Receivables Holdings, as well as certain other yield and fee payments.

40. The Receivables Program is a critical component to the Debtors’ liquidity position and serves as a material source of day-to-day operating liquidity for the Debtors. The Originators are responsible for generating approximately 95 percent of the Debtors’ annual receivables. As such, if the Receivables Program were forced to cease, the Debtors would lose access to much of

their revenue collections until PNC Bank's outstanding capital funded to Cyxtera Receivables Holdings were to be repaid (such "capital" is analogous to the outstanding principal of a loan made by PNC Bank to Cyxtera Receivables Holdings), a figure totaling \$37.5 million dollars. I understand that it would take approximately three to four weeks for this to occur, which would effectively shut off the Debtors' access to revenue for that time at the very moment they need it most. Accordingly, I believe the Receivables Program is a critical component of the Debtors' liquidity position and that its continuation is in the best interests of the Debtors' estates.

6. Equity.

41. Cyxtera Technologies' certificate of incorporation authorizes the board of directors to issue 500 million shares of Class A common stock ("Common Shares") and 10 million shares of preferred stock ("Preferred Shares"). Approximately 180 million Common Shares are outstanding as of the Petition Date. The Common Shares trade on the Nasdaq under the ticker symbol "CYXT." To date, Cyxtera has not issued any Preferred Shares.

III. Events Leading to These Chapter 11 Cases.

A. The Precipitous Rise in Interest Expense Undermines Liquidity.

42. In recent years, Cyxtera has continued its strong operating performance, stable revenue growth, and low customer churn. In 2021 and 2022, Cyxtera met or exceeded its revenue guidance as of the de-SPAC transaction. Unfortunately, the de-SPAC transaction coincided with a rapid increase in inflation. In January 2021, the year-over-year change in the Consumer Price Index ("CPI") in the United States stood at approximately 1.4 percent.⁶ By the time the de-SPAC closed, CPI in the United States had grown to approximately 5.4 percent, far ahead of the Federal

⁶ U.S. Dep't of Labor, Bureau of Labor Statistics, Consumer Price Index - January 2021 (Feb. 10, 2021, 8:30 AM), https://www.bls.gov/news.release/archives/cpi_02102021.pdf.

Reserve's 2 percent inflation target.⁷ This number ultimately peaked at over 9 percent in June 2022, and inflation remains elevated today.⁸

43. The Federal Reserve responded to this inflationary environment by aggressively raising interest rates. As a result, beginning in mid-2022, the interest expense on Cyxtera's funded debt more than doubled and began to significantly undermine liquidity, despite core business performance remaining strong. The annualized interest expense on the Debtors' funded debt facilities, all of which are variable interest rate facilities, rose from \$35.9 million as of March 31, 2022 to \$75.7 million as of March 31, 2023, calculated based on the balances and rates prevailing at the end of each quarter. This rise in inflation and interest rates coincided with impending maturities under the Company's funded debt—the Revolving Credit Facility was scheduled to mature on November 1, 2023, and the Term Loan Facilities on May 1, 2024. Therefore, a regular-way refinancing, something that likely would be justified by the core business performance, was not feasible.

44. During this period, the Company attempted to offset its escalating interest costs with operational improvements aimed at increasing occupancy at existing data centers, deploying capital efficient growth strategies, and optimizing its organizational structure. Despite these measures, the continued strain on the balance sheet due to rising interest rates and Cyxtera's substantial debt service obligations continued to diminish Cyxtera's liquidity.

⁷ U.S. Dep't of Labor, Bureau of Labor Statistics, Consumer prices up 5.4 percent in 12 months ended July 2021, (Aug. 16, 2021), <https://www.bls.gov/opub/ted/2021/consumer-prices-up-5-4-percent-in-12-months-ended-july-2021.htm#:~:text=Over%20the%2012%20months%20ended,over%20the%20last%2012%20months>.

⁸ U.S. Dep't of Labor, Bureau of Labor Statistics, Consumer prices up 9.1 percent over the year ended June 2022, largest increase in 40 years, (July 18, 2022), <https://www.bls.gov/opub/ted/2022/consumer-prices-up-9-1-percent-over-the-year-ended-june-2022-largest-increase-in-40-years.htm#:~:text=SUBSCRIBE-Consumer%20prices%20up%209.1%20percent%20over%20the%20year%20ended%20June,largest%20increase%20in%2040%20years&text=Over%20the%2012%20months%20endedUrban%20Consumers%20increased%209.1%20percent>.

B. Pursuit of All Reasonable Alternatives.

45. The Company was proactive in seeking to address its balance sheet issues. Throughout 2022, the Company worked with advisors to explore interest in an acquisition of the Company or an investment in connection with a financing or refinancing transaction. However, in large part due to the Company's mounting capital structure challenges and market volatility, the process did not result in any actionable proposals.

46. In November 2022, the Company retained Kirkland as counsel, and in December 2022, the Company retained Guggenheim Securities to assist in exploring various alternatives for its capital structure, including amending and/or refinancing its Term Loan Facilities and raising equity capital. With respect to the capital raise, the Company, with the assistance of Guggenheim Securities, explored such transaction with, among others, the Company's three largest equity holders. And, in connection with its refinancing efforts, the Company, with the assistance of Guggenheim Securities, also considered a comprehensive amend and extend transaction with respect to its Term Loan Facilities and commenced discussions with the Ad Hoc Group with respect to such transactions.

47. In March 2023, it became clear that the Company needed to focus its efforts on extending the near-term Revolving Credit Facility maturity on November 1, 2023. Failure to address this upcoming maturity could have given rise to a going concern qualification in the Company's audited financial statements due March 16, 2023. Receiving a going concern qualification would have caused significant harm by disrupting the Company's day-to-day business operations and potentially resulting in an event of default under the Company's Term Loan Facilities. On March 14, 2023, the Company successfully negotiated an extension of the maturity date under the Revolving Credit Facility to April 2, 2024, pursuant to that certain sixth

amendment to the First Lien Credit Agreement (“Amendment No. 6”). Although the extension bought Cyxtera essential breathing room, it soon became apparent that more comprehensive restructuring measures would need to be taken in light of continued liquidity deterioration and a major looming maturity wall in spring 2024.

48. On March 25, 2023, the Company hired AlixPartners as restructuring advisor to assist with its restructuring efforts. The Company, with the assistance of its advisors continued to engage with the Ad Hoc Group and certain other key prepetition stakeholders on the terms of a more comprehensive solution. As part of these discussions, the Company explored the possibility of implementing a consensual restructuring or sale transaction on an out-of-court basis, pivoting to an in-court chapter 11 process, or pursuing both alternatives simultaneously. With respect to the possibility of an in-court process, the Company evaluated tools that could be utilized to enhance its operational performance, including the rejection of undesirable leases and contracts.

49. In parallel, on March 27, 2023, the Company, with the assistance of Guggenheim Securities, launched a marketing process to engage potential interested parties concerning a sale or investment transaction with the Company. While the marketing process was underway, the Company and the Ad Hoc Group continued to negotiate a broader restructuring deal to be memorialized in a restructuring support agreement.

50. In late April 2023, the Company opted to utilize the five business-day grace period (the “Grace Period”) permitted under the First Lien Credit Agreement with respect to the interest payment due on April 25. The Company utilized the Grace Period to continue to engage in discussions with the Ad Hoc Group around the terms of a restructuring support agreement and bridge financing solution. The Company ultimately negotiated and entered into a seventh amendment to the First Lien Credit Agreement (“Amendment No. 7”), under which the lenders

refrained from exercising their rights and remedies under the First Lien Credit Agreement as a result of the missed interest payment until May 4, 2023, at 5:00 p.m. (prevailing Eastern time).

51. Following entry into Amendment No. 7, the Company, with the assistance of its Advisors worked around the clock with the Ad Hoc Group to finalize a restructuring support agreement and obtain financing necessary to fund operations prior to the filing of these chapter 11 cases. On May 4, 2023, after extensive, arm's-length negotiations, the Debtors and the Ad Hoc Group entered into that certain restructuring support agreement (the "Restructuring Support Agreement"), attached hereto as **Exhibit B**, by and between the Debtors, the Consenting Lenders holding approximately 64 percent of the First Lien Claims, and the Consenting Sponsors. The Restructuring Support Agreement contemplates a two-phase toggle approach whereby the Company would continue its out-of-court Marketing Process in pursuit of a Sale Transaction or toggle to an in-court restructuring (the "In-Court Restructuring"), pursuant to which the Company will continue to pursue the Marketing Process or, if such process does not maximize value for stakeholders, pursue a standalone recapitalization of its balance sheet (the "Recapitalization Transaction," and together with the Sale Transaction, the "Restructuring Transactions").

52. In connection with the Marketing Process, which remains ongoing, Guggenheim Securities has contacted seventy-five parties. As of the Petition Date, the Company has executed thirty-seven non-disclosure agreements with potential investors and has received 6 letters of intent from potential investors on a whole-company basis.

53. Concurrently with entry into the Restructuring Support Agreement, the Company entered into the Bridge Facility, which provided an incremental \$50 million in liquidity.⁹ The Bridge Facility offered the Company necessary breathing room for the parties to progress the Marketing Process while preparing for a possible in-court Recapitalization Transaction. Without the critical funding provided by the Bridge Facility, the Company would have been unable to fulfill its interest payment obligations due on the 2017 First Lien Term Facility, while funding its operations.

54. On May 5, 2023, as contemplated by the Restructuring Support Agreement, I was engaged as CRO. On April 24, 2023, Cyxtera Technologies established a special committee comprised of two disinterested directors, Fred Arnold and Roger Meltzer. The Board of Cyxtera Technologies authorized the special committee to, among other things, consider and negotiate a restructuring, reorganization, or other transaction (“Transaction”) and review and evaluate any matters in which the existing directors might have an interest (“Conflicts Matters”) related thereto. On May 19, 2023, the Company expanded the special committee with the addition of Scott Vogel and the special committee was provided sole authority on all matters related to a Transaction and Conflicts Matters.

C. Proposed DIP Financing.

55. Following the execution of the Restructuring Support Agreement and agreement on the foregoing restructuring terms, the Debtors also reached an agreement with certain of the

⁹ To facilitate the Company’s entry into the Bridge Facility, the Company also entered into an eighth amendment to the First Lien Credit Agreement (“Amendment No. 8”) with the First Lien Lenders wherein, among other changes, the First Lien Lenders agreed to amend the First Lien Credit Agreement to permit the Company to enter into the Bridge Facility. Relatedly, each of Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Digital Services, LLC, Cyxtera Technology UK Limited, and Cyxtera UK TRS Limited were joined as guarantors under the First Lien Credit Agreement such that the guarantors thereunder aligned with the guarantors under the Bridge Facility.

Consenting Lenders regarding the financing that would be necessary to fund the In-Court Restructuring. Pursuant to the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (V) Granting Related Relief*, filed contemporaneously herewith, the Company seeks approval of a debtor in possession financing in the form of a \$200 million super priority secured debtor in possession facility, which includes new money components of up to \$150 million in term loans, a “roll-up” component of \$36 million of previously-funded emergency prepetition loans, and a conversion of \$14 million in prepetition obligations under the Bridge Facility (the “DIP Facility”).

56. The DIP Facility is the culmination of extensive prepetition, arms-length negotiations between the Debtors, on the one hand, and certain members of the Ad Hoc Group, on the other hand, and is the best, and only actionable, proposal that the Debtors received. I believe that the terms of the DIP Facility are fair and appropriate under the circumstances and in the best interest of the Debtors' estates.

IV. Evidentiary Basis for Relief Requested in the First Day Motions.

57. Contemporaneously with the filing of this Declaration, the Debtors have filed a number of First Day Motions seeking relief to minimize the adverse effects of the commencement of these chapter 11 cases on their business and to ensure that their reorganization strategy can be implemented with limited disruptions to operations. Approval of the relief requested in the First Day Motions is critical to the Debtors' ability to continue operating their business with minimal disruption and thereby preserving value for the Debtors' estates and various stakeholders. I have reviewed each of the First Day Motions and I believe that the relief sought therein is necessary to permit an effective transition into chapter 11. I believe that the Debtors' estates would suffer

immediate and irreparable harm absent the ability to make certain essential payments, and otherwise continue their business operations as sought in the First Day Motions. The evidentiary support for the First Day Motions is set forth on **Exhibit C** attached hereto. Accordingly, for the reasons set forth herein and in the First Day Motions, the Court should grant the relief requested in each of the First Day Motions.

* * * * *

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: June 5, 2023

By: /s/ Eric Koza

Name: Eric Koza

Title: Chief Restructuring Officer

This is **Exhibit "B"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

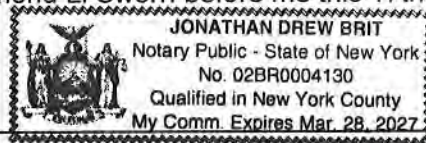
A Notary Public in and for the State of New York

Cyxtera Technologies, Inc.
13 Week Cash Flow
Canada - Cyxtera Communications Canada, Inc.
(\$ in thousands)

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
	ACTL	ACTL	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST
	23-Oct	30-Oct	6-Nov	13-Nov	20-Nov	27-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan	8-Jan	15-Jan
	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	17-Dec	24-Dec	31-Dec	7-Jan	14-Jan	21-Jan
Total Receipts	612	294	455	459	394	613	691	552	459	503	617	702	585
Payroll & Commissions	-	(58)	-	(67)	-	(67)	-	(67)	-	(67)	-	(67)	-
Capital Expenditures	-	-	(43)	(49)	(14)	(14)	(5)	(14)	(15)	-	-	-	-
Other Operating Disbursements	(183)	(1,113)	(111)	(197)	(98)	(641)	(121)	(66)	(8)	(436)	(241)	(61)	(10)
Total Operating Disbursements	(183)	(1,172)	(155)	(313)	(112)	(722)	(126)	(147)	(22)	(503)	(241)	(128)	(10)
OPERATING CASH FLOW	429	(878)	301	147	282	(109)	565	405	436	(0)	376	574	576
Net I/C Activity	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Disbursements	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	429	(878)	301	147	282	(109)	565	405	436	(0)	376	574	576
Beginning Cash	8,999	9,428	8,550	8,850	8,997	9,279	9,170	9,736	10,140	10,577	10,577	10,953	11,527
Change in Cash	429	(878)	301	147	282	(109)	565	405	436	(0)	376	574	576
ENDING CASH	9,428	8,550	8,850	8,997	9,279	9,170	9,736	10,140	10,577	10,577	10,953	11,527	12,103

This is **Exhibit "C"** referred to in the Affidavit of

Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

ASSET PURCHASE AGREEMENT

DATED AS OF OCTOBER 31, 2023

BY AND AMONG

PHOENIX DATA CENTER HOLDINGS LLC, AS PURCHASER,

AND

CYXTERA TECHNOLOGIES, INC.

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

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EXHIBIT C	FORM OF TRADEMARK ASSIGNMENT AGREEMENT
EXHIBIT D	FORM OF COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT E	FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE
EXHIBIT F	WORKING CAPITAL
EXHIBIT G	FORM OF DOMAIN NAME TRANSFER AGREEMENT
EXHIBIT H	DLR TRANSACTIONS
EXHIBIT I	FORM OF SELLER JOINDER

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of October 31, 2023, is made by and among Phoenix Data Center Holdings LLC, a Delaware limited liability company (“Purchaser”), Cyxtera Technologies, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, “CTI”) and the Subsidiaries of CTI that are indicated on the signature pages attached hereto and, after the date hereof, each Person who executes and delivers a Seller Joinder pursuant to Section 6.16 (together with CTI, each a “Seller” and collectively, the “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein, including Article XI, or the Plan (as defined herein).

WHEREAS, on June 4, 2023 (the “Petition Date”), Seller, together with certain of Seller’s Affiliates (the “Debtors”), commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS) (Bankr. D.N.J. June 4, 2023) (collectively, the “Bankruptcy Cases”);

WHEREAS, on June 6, 2023, the Foreign Representative and Canadian Sellers obtained an Initial Recognition Order (Foreign Main Proceeding) and Supplemental Order (Foreign Main Proceeding) from the CCAA Court (the “CCAA Proceeding”) and thereafter have obtained further recognition Orders from CCAA Court recognizing Orders made by the Bankruptcy Court granted in the Bankruptcy Cases; and

WHEREAS, pursuant to the Bidding Procedures Order, the Plan, and upon the terms and conditions set forth in this Agreement and entry of the Confirmation Order, and as authorized under sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, Purchaser (or a Designee) desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser (or a Designee) the Acquired Assets together with the Assumed Liabilities

WHEREAS, Purchaser (or a Designee) desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser (or a Designee) the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363, 365, 1123, 1129, 1141, and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and the Plan and subject to entry of the Confirmation Order and consummation of the Plan; and

WHEREAS, as of the date hereof, in connection with the Transactions, Sellers entered into certain lease amendments or surrender agreements in respect of those certain leases between Sellers or their Affiliates, as tenant, on the one hand, and Affiliates of Digital Realty Trust Inc., as landlord, on the other hand, at the following locations: (i) 365 S. Randolphville Road, Piscataway, New Jersey; (ii) 200 N. Nash Street, El Segundo, California; (iii) 3015 Winona Avenue, Burbank, California; (iv) Hanauer Landstrasse 298, 60314 Frankfurt am Main, Germany (FRA1); (v)

Wilhelm-Fay-Strasse 24, Sossenheim, 65936 Frankfurt am Main, Germany (FRA2); and (vi) premises on the 7th floor of 29A International Business Park, Jurong East, Singapore (SIN2-C).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS;
ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, 365, 1123, 1129, 1141, and 1142 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Confirmation Order and the Plan, at the Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser or one or more Designees, and Purchaser or such Designee(s) shall purchase, acquire, and accept from Sellers all of Sellers' right, title and interest in, to and under, the Acquired Assets (which sale shall, if Purchaser delivers a DLR Election Notice in accordance with Section 2.3(b), be effected in connection with the consummation of the DLR Transactions in accordance with, and subject to the terms and conditions of, Section 6.18), free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances. "Acquired Assets" means all of the properties, rights, interests and other assets of each Seller as of the Closing, whether tangible or intangible, real, personal, or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including any such properties, rights, interests, and other assets acquired by any Seller after the date hereof (in accordance with this Agreement) and prior to the Closing, and including Sellers' right, title and interest in and to, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(a) (i) the Specified Agreement (solely to the extent the transactions contemplated thereunder have not been consummated prior to the Closing), and (ii) the Acquired Leases and (iii) the other Contracts listed on Schedule 1.1(a), in each case, subject to Section 1.5 (the "Assigned Contracts");

(b) all accounts receivable, notes receivable, payment intangibles, negotiable instruments, chattel paper and other amounts receivable owed to the Sellers or their Subsidiaries (whether current or non-current), together with all security or collateral therefor and any unpaid interest, fees or financing charges accrued thereon or other amounts due with respect thereto, including all Actions pertaining to the collection of amounts payable, or that may become payable, to the Sellers or their Subsidiaries with respect to products sold or services performed on or prior to the Closing Date, other than any of the foregoing to the extent owed by any Seller to any other Seller (other than any Seller that is an Acquired Entity), which shall be Excluded Assets;

(c) all bank accounts, prepaid assets, and all prepaid or deferred charges and expenses and all other current assets, all assets (including, to the extent applicable, all Tax pre-payments, refunds, credits, and other assets) that are within the trial balance categories used in determining, or otherwise would have been taken into account in, Closing Working Capital, and

all lease and rental payments that have been prepaid by any Seller with respect to any Acquired Leased Real Property;

(d) all Documents, but excluding any information to the extent prohibited by Law (which shall be Excluded Assets);

(e) the Leased Real Property listed on Schedule 1.1(e), in each case, subject to Section 1.5 (the “Acquired Leased Real Property” and the Lease governing any Acquired Leased Real Property, an “Acquired Lease”), including any Leasehold Improvements and all fixtures and improvements thereon and appurtenances thereto;

(f) all Owned Real Property of Sellers;

(g) all tangible assets (including Equipment, computer systems, computer hardware, supplies furniture, fixtures, machinery and fixed assets) of Sellers, including the tangible assets of Sellers located at any Acquired Leased Real Property or Owned Real Property and any such tangible assets on order to be delivered to any Seller; provided that, with respect to any such tangible asset that is leased to any Seller, the underlying lease agreement covering such leased tangible asset is an Assigned Contract;

(h) all rights against third parties (including customers, suppliers, vendors, merchants, manufacturers and counterparties to Leases, licenses or any Assigned Contract), including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds (other than Tax refunds that are Excluded Assets), causes of action, rights of set off, rights of recovery, rights of recoupment or rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties, with respect to any of the Acquired Assets or Assumed Liabilities (in each case, other than against any Seller or its Subsidiaries that are not Acquired Entities (which shall be Excluded Assets));

(i) all shares of capital stock or other Equity Interests that any Seller owns in the Persons set forth on Schedule 1.1(i) (the “Transferred Subsidiaries” and, together with the Subsidiaries of any Transferred Subsidiary, the “Acquired Entities”), including any securities convertible into, or exchangeable or exercisable for, any such shares of capital stock or other Equity Interests, investments or contributions in the Transferred Subsidiaries (collectively, the “Acquired Interests”);

(j) all assets, including receivables, due from an Acquired Entity as of the Closing;

(k) all of the rights, interests and benefits (if any) accruing under all Permits and Governmental Authorizations, and all pending applications therefor;

(l) all current and prior insurance policies of any Seller (excluding all director and officer insurance policies, which shall be Excluded Assets), and all rights and benefits of any nature of Sellers of any nature with respect thereto, including all insurance recoveries and receivables (to the extent relating to any Assumed Liability) thereunder and rights to assert claims

with respect to any such insurance recoveries and receivables (to the extent relating to any Assumed Liability);

(m) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with any Transferred Employee or any current or former employee of Sellers, current or former directors, consultants, independent contractors and agents of Sellers or their Subsidiaries or any of their Affiliates or with third parties;

(n) the sponsorship of each Employee Benefit Plan set forth on Schedule 3.16(a) (other than the Employee Benefit Plans set forth on Schedule 1.1(n)) (each, an “Acquired Seller Plan”) and all right, title and interest in any assets (including all Contracts, properties and accounts) or trusts thereof or relating thereto, including any in-process insurance receivables under Acquired Seller Plans;

(o) all Intellectual Property owned by the Sellers, including the Intellectual Property set forth on Schedule 3.11(a), and all data collected by or on behalf of the Sellers and relating to customers and customer Contracts, all rights to collect royalties and proceeds in connection with such Intellectual Property, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations or other violations of, or other conflicts with, such Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the “Acquired Intellectual Property”) (regardless of whether or not such claims and causes of action have been asserted by Sellers), and all other rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, in each case, with respect to any of the foregoing and possessed by Sellers as of Closing (regardless of whether such rights are currently exercisable), and rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for, any of the rights referred to above;

(p) all inventory, supplies and materials of Sellers as of the Closing (including all rights of Sellers to receive such inventory, supplies, materials and spare parts that are on order), and all open purchase orders with suppliers;

(q) all goodwill, payment intangibles and general intangible assets and rights of Sellers, including all goodwill associated with the Intellectual Property of Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of Sellers or their Subsidiaries;

(r) (i) all rights of Sellers to cash collateral held as security for any of the Assumed Liabilities and (ii) security and other deposits (including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise) held by any Seller or third-party as security for any of the Assumed Liabilities (collectively, the “Acquired Cash Collateral”);

(s) only in the event that the transactions contemplated by the Specified Agreement are not consummated in accordance therewith prior to the Closing, the “Acquired Assets” (as defined in and only to the extent defined in the Specified Agreement); and

(t) all other assets that are owned or leased by any Seller as of the Closing that are not Excluded Assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest in, to and under the following properties, rights, interests and other assets of Sellers (collectively, the “Excluded Assets”):

(a) other than the Acquired Cash Collateral, all Cash and Cash Equivalents, the bank account(s) set forth on Schedule 1.2(a), and any retainers or similar amounts paid to Advisors or other professional service providers, in each case not included in the Acquired Assets pursuant to Section 1.1(c);

(b) (i) all Contracts set forth on Schedule 1.2(b), (ii) all Contracts designated for rejection in accordance with Section 1.5, (iii) the Excluded Data Center Contracts, (iv) any other Contracts that (A) have not been disclosed on Schedule 1.5(a) and (B) relate exclusively to Excluded Assets or Excluded Liabilities, and (v) the Specified Agreement (solely to the extent the transactions contemplated thereunder have been consummated prior to the Closing) (the “Excluded Contracts”);

(c) all Documents (including information stored on the computer systems, data networks or servers of any Seller) (i) to the extent they primarily relate to any of the Excluded Assets or Excluded Liabilities, (ii) that are Sellers’ minute books, Organizational Documents, stock certificates or other Equity Interests instrument, stock registers and such other similar books and records of any Seller pertaining to the ownership, organization or existence of such Seller, corporate seal, checkbooks, and canceled checks, in each case not including any Acquired Entity, (iii) that any Seller is required by Law to retain, (iv) subject to Section 9.3, Tax Returns (and any related work papers) of any Seller, or (v) that are governed under Privacy Laws that prohibit the transfer or sale of Personal Information; provided that Purchaser shall have the right to make copies of any portions of such Documents referenced in clauses (i) through (v) to the extent not prohibited by applicable Law;

(d) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the Transactions, or the Bankruptcy Cases (excluding confidentiality agreements with prospective purchasers of the Acquired Assets or the Assumed Liabilities or any portion thereof), including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the Transactions, including all analyses relating to the business of Purchaser or its Affiliates so prepared or received and (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers’ businesses or assets;

(e) all director and officer insurance policies, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(f) all Equity Interests of any Seller or any of their respective Subsidiaries, in all cases, other than any of the foregoing issued by any Acquired Entity;

(g) (i) all Avoidance Actions, and (ii) all claims that any Seller or any of its Affiliates may have against any Person to the extent related to any Excluded Assets or any Excluded Liabilities;

(h) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument, or other document executed and delivered between any Seller or its Affiliates and Purchaser in connection with the Transactions, or any other agreement between any Seller or its Affiliates and Purchaser entered into on or after the date hereof in accordance with this Agreement;

(i) all Tax refunds, Tax attributes and Tax assets, in each case, of Sellers, other than (i) any such Tax attributes or assets that transfer by operation of Law by virtue of the acquisition of the Acquired Assets and (ii) any such Tax refunds, attributes or assets that are Acquired Assets;

(j) the sponsorship of each Employee Benefit Plan that is not an Acquired Seller Plan, and all rights, title and interest in any assets (including Contracts, properties and accounts) or trusts thereof or relating thereto;

(k) in-process insurance receivables to the extent not relating to any of the Acquired Assets under Section 1.1(l) and Section 1.1(n);

(l) only in the event that the transactions contemplated by the Specified Agreement are consummated in accordance therewith prior to the Closing, the "Acquired Assets" (as defined in and only to the extent defined in the Specified Agreement); and

(m) all receivables in respect of the Excluded Liabilities consisting of intercompany Liabilities between or among any Seller(s), on the one hand, and any other Seller(s) (other than an Acquired Entity), on the other hand.

Notwithstanding the foregoing or anything to the contrary herein, all current assets of Sellers and their Subsidiaries included in the final Closing Working Capital calculation will not be Excluded Assets hereunder.

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein, and in the Confirmation Order and Plan, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with Section 2.1, subject to the terms and conditions set forth in Section 6.18 (as applicable), Purchaser or one or more Designees shall irrevocably assume from each applicable Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy if, as and when required by their respective terms), and Sellers shall irrevocably transfer, assign, convey, and deliver to Purchaser or one or more Designees, the following (and only the following) Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "Assumed Liabilities"):

(a) (i) all Liabilities and obligations of any Seller under the Assigned Contracts, solely to the extent first arising from and after the Closing, and (ii) all Liabilities (other than Liabilities arising prior to the Petition Date including any Claims under Section 502(g) of the Bankruptcy Code) under open purchase orders with suppliers to the extent such purchase orders are Acquired Assets but excluding, in the case of clauses (i) and (ii), for the avoidance of doubt, any Cure Costs;

(b) all Liabilities included in the definition of, but not limited to the amount included in any calculation of, Working Capital;

(c) all Liabilities (including all government charges or fees) to the extent first arising out of the conduct of the business or the ownership or operation of the Acquired Assets (and not relating to or arising out of the pre-Closing period), in each case, by Purchaser from and after the Closing Date, and all Taxes arising with respect to the Acquired Assets for any taxable period (or portion thereof) beginning after the Closing Date; provided that, for the avoidance of doubt, in the case of Taxes arising in any Straddle Period, unless otherwise included as an Assumed Liability in Section 1.3(a) or Section 1.3(b), only Taxes arising in the post-Closing portion of any Straddle Period shall be Assumed Liabilities;

(d) all Liabilities to the extent related to, resulting from or arising out of any customer deposits that constitute an Acquired Asset;

(e) the sponsorship of and all Liabilities at any time arising under, pursuant to or in connection with the Acquired Seller Plans;

(f) all Taxes imposed by a Taxing Authority in the United Kingdom, Germany or Singapore (including any such Taxes imposed in the United Kingdom, Germany or Singapore that are income Taxes, withholding Taxes, or Transfer Taxes), in each case, that are required to be paid by Sellers as a result of the DLR Transactions (if applicable), including with respect to repatriating or otherwise delivering any cash received in connection with such transactions to the Sellers;

(g) all Liabilities agreed in writing to be assumed by Purchaser or for which Purchaser has agreed in writing to be responsible in accordance with, or pursuant to the terms and conditions of, this Agreement;

(h) (i) all Liabilities relating to (x) Transferred Employees and (y) any Business Employees who do not become Transferred Employees in accordance with Section 6.3(e) as a result of Purchaser breaching its obligations under Section 6.3; and (ii) all Liabilities and obligations otherwise expressly assumed by Purchaser under Section 6.3; and

(i) All Liabilities set forth on Schedule 1.3(i).

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability (1) relating to or arising out of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller or any of its Affiliates of or under any Assigned Contracts, or (2) that is, or is contemplated to be, discharged or released under the Plan, all of which shall constitute Excluded Liabilities.

1.4 Excluded Liabilities. Purchaser and its Designee(s) shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “Excluded Liabilities”). Without limiting the foregoing, Purchaser and its Designee(s) shall not be obligated to assume, and do not assume, and hereby disclaim all the Excluded Liabilities, including the following Liabilities of any of the Sellers or of any predecessor of any of the Sellers:

(a) all cure costs required to be paid pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court (the “Cure Costs”);

(b) all Liabilities arising under or relating to any Employee Benefit Plan that is not an Acquired Seller Plan (including all assets, trusts, insurance policies and administration service contracts related thereto), and all Liabilities otherwise expressly deemed to be Excluded Liabilities under Section 6.3;

(c) except as expressly assumed under Section 1.3(a), Section 1.3(b), Section 1.3(c), Section 1.3(f), or Section 1.3(g), all Taxes of Sellers, or of or relating to the Excluded Assets, for any Tax period, and all Taxes of or relating to the Acquired Assets or Assumed Liabilities for any Tax period ending on or prior to the Closing Date, and for the pre-Closing portion of any Straddle Period, including all Taxes for which Sellers are responsible under Section 9.4(a); provided that, for the avoidance of doubt, any Taxes of an Acquired Entity for any Tax period shall not constitute an Excluded Liability;

(d) all Liabilities to the extent relating to Excluded Assets, including all Liabilities arising under executory Contracts that are not Assigned Contracts, and all intercompany Liabilities between or among any Seller(s), on the one hand, and any other Seller(s) (other than an Acquired Entity), on the other hand;

(e) all Liabilities arising from or related to any claim, Action, arbitration, audit, hearing, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) against any Seller or any Subsidiary thereof or any of their respective Affiliates, or related to the Acquired Assets or the Assumed Liabilities, pending or threatened or with respect to facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing Date;

(f) all Liabilities to any equityholder of any Seller or Subsidiary of a Seller (including to any equityholders who are also employees, but solely in their capacity as equityholders and not as employees);

(g) all Liabilities in respect of Indebtedness, including in respect of accrued or unpaid interest thereon and any premiums, fees, expenses or penalties (including prepayment or early termination fees) associated with the repayment thereof;

(h) all Liabilities arising out of or relating to services, products or product or service warranties of any Seller or any predecessor or Affiliate of any Seller to the extent provided, developed, designed, manufactured, sourced, produced, marketed, sold, or distributed prior to the Closing;

(i) except as expressly assumed pursuant to Section 1.3(g) and Section 1.3(h), all Liabilities of Sellers arising out of or relating to the winding down by Sellers of the business of Sellers, and any prepetition claims, rejection damages claims or other Liabilities arising in connection with the rejection of any Contracts pursuant to Section 1.5(b), other than, in each case, as contemplated by Section 1.5;

(j) all Liabilities arising under section 503(b)(9) of the Bankruptcy Code;

(k) all Liabilities for any legal, accounting, investment banking, reorganization, restructuring, brokerage or similar fees or expenses incurred, owed or subject to reimbursement by any Seller or any of the Acquired Entities or, in each case, any of their predecessors in connection with, resulting from or attributable to the Transactions or the Bankruptcy Cases or otherwise, including pursuant to the engagement letter with Guggenheim Securities; and

(l) all Liabilities for fees, costs and expenses that have been incurred or that are incurred, owed or subject to reimbursement by Sellers or any of the Acquired Entities or, in each case, any of their predecessors in connection with this Agreement or the administration of the Bankruptcy Cases and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the Transactions and each of the other documents delivered in connection herewith and (ii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, “success” fees, change of control payments and any other payment obligations of Sellers or of any of their predecessors payable as a result of the consummation of the Transactions and the documents delivered in connection herewith other than as contemplated by Section 1.5;

provided that in the event of a conflict between the terms of Section 1.3 and this Section 1.4, the terms of Section 1.3 will control; provided, however, that the Sellers hereby agree that Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any (i) Liabilities that arose prior to the Petition Date, including any Claims under Section 502(g) of the Bankruptcy Code; and (ii) any Claims, Administrative Claims, or other Liabilities of the Debtors or the Post-Effective Date Debtors that do not constitute Acquired Assets or Assumed Liabilities; provided further, however, if an Assumed Liability is an Allowed Administrative Claim, whether such Liability arose or is deemed to have arisen prior to the Petition Date shall not determine whether such Liability is an Excluded Liability for purposes hereunder.

Notwithstanding the foregoing, Purchaser hereby acknowledges and agrees that no Liability of any Acquired Entity shall be an Excluded Liability and that all Liabilities of any Acquired Entity as of the Closing shall continue to be the Liabilities of such Acquired Entity following the Closing.

1.5 Assumption/Rejection of Certain Contracts.

(a) Schedule 1.5(a) sets forth a true, complete and correct list, as of such date of delivery, of all executory Contracts and unexpired Acquired Leases to which any Seller is a party that are available for Purchaser to potentially acquire pursuant to Section 1.1(a) and Section 1.1(e) (the “Available Contracts”), including Sellers’ proposed Cure Costs associated with each such Contract and unexpired Lease set forth therein (the “Proposed Cure Costs”), which Schedule 1.5(a) may with the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed) be updated from time to time to add or remove any Contracts or Leases inadvertently included or excluded from such schedule or entered into following the date of such Schedule in accordance herewith. Upon written request by Purchaser, Sellers shall provide to Purchaser as promptly as practicable an updated Schedule 1.5(a) setting forth, to the Knowledge of Sellers, the Proposed Cure Costs as of the date of such request with respect to any Contracts or Leases identified by Purchaser in such written request.

(b) From the date hereof until the date that is ten (10) days prior to the scheduled Closing Date, Purchaser may, in its sole discretion, (i) designate any Contract, including any Intellectual Property license, and any Lease, in each case listed on Schedule 1.5(a) (other than any Excluded Data Center Contracts), for assumption and assignment to Purchaser or its Designee(s), effective on and as of the Closing, or (ii) designate any Contract (but only with the prior written consent of CTI (not to be unreasonably withheld, conditioned or delayed)) or Lease listed on Schedule 1.5(a) as an Excluded Contract for rejection effective on or as soon as reasonably practicable after the Closing (subject to Section 1.5(i)). Automatically upon any such designation by Purchaser in accordance with Section 1.5(b), any such Contract or Lease designated under Section 1.5(b)(i) shall be an Assigned Contract and any such Contract or Lease designated under Section 1.5(b)(ii) shall be an Excluded Contract for all purposes of this Agreement, and in each case with respect to an Excluded Contract, no Liabilities arising thereunder or relating thereto shall be assumed by Purchaser or be the Liability or responsibility of Purchaser, in each case, except as expressly set forth in this Section 1.5 or as Purchaser may otherwise consent to in writing (email being sufficient).

(c) The Assigned Contracts as of the date hereof that are to be assumed and assigned effective on and as of the Closing are set forth on Schedule 1.1(a) hereto, which Schedule shall (and shall be deemed to) (i) include, as of the date hereof, all Available Contracts, other than any Available Contracts set forth on Schedule 1.2(b) and the Excluded Data Center Contracts and (ii) be modified or supplemented to reflect additions or removals, as applicable, of Leases and Contracts that are (x) designated for assumption and assignment or (y) designated for rejection, in each case, as set forth in Section 1.5(b).

(d) Purchaser shall be responsible for the payment of any and all Liabilities of Purchaser, Sellers or any of their respective Affiliates under any Contracts or Leases that are designated for assumption and assignment (except for any Cure Costs, which shall be paid by Sellers in accordance with Section 5.2), in each case, that are incurred and come due and payable

during the period from and after the Closing through the effective date of such Contract's or Lease's assumption and assignment to Purchaser or its Designee in accordance with this Agreement. For the avoidance of doubt, from and after the Closing, Purchaser or its Designee shall pay all such Liabilities, and such other costs for which Purchaser is responsible under Section 1.5(i) (solely with respect to Acquired Leases), on a current basis as and when they come due and payable.

(e) Sellers shall provide timely and proper notice of the motion seeking entry of the Confirmation Order to all parties to any executory Contracts or unexpired Leases to which any Seller is a party that are Assigned Contracts and take all other actions reasonably necessary to cause such Assigned Contracts to be assumed by the Seller and assigned to the Purchaser (or its Designee) pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code. Sellers and Purchaser shall take all actions reasonably required to assume and assign the Assigned Contracts to Purchaser or its Designee (and for Purchaser or its Designee to assume all Assumed Liabilities in connection therewith), including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an Order of the Bankruptcy Court (which may be the Confirmation Order) containing a finding that the proposed assumption and assignment of the Contracts or Leases to Purchaser or its Designee satisfies all applicable requirements of sections 365 and 1123(b)(2) of the Bankruptcy Code. In the case of any Contract or Lease of a Canadian Seller listed on Schedule 1.5(a), the Canadian Sellers and Purchaser shall cooperate in good faith to provide for treatment of each such Contract or Lease in accordance with this Agreement, and pursuant to the pending CCAA Proceeding of such Canadian Sellers to the extent permitted by or otherwise in accordance with applicable Law.

(f) From the date any Contract or Lease is designated for assumption and assignment pursuant to Section 1.5(b) and continuing until such time as it is assumed by Purchaser or its Designee as an Assigned Contract, Sellers shall not reject, terminate, amend, supplement, modify, or waive or take affirmative action to exercise any rights under such Contract or Lease, without the prior written consent of Purchaser.

(g) From and after the Closing Date until sixty (60) days following Closing, the Seller Parties and Purchaser may (but shall have no obligation to) mutually agree to seek authorization from the Bankruptcy Court pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code to assume and assign a Contract that was not identified as an Assigned Contract as of Closing.

(h) If prior to the entry of a final decree closing the Chapter 11 Cases it is discovered by any Party that a Contract or Lease that is related to the business or the Acquired Assets was excluded from Schedule 1.5(a) (any such Contract, a "Previously Omitted Contract"), the discovering Party shall, promptly following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify the other Party in writing of such Previously Omitted Contract. If Purchaser wishes for the applicable Seller to assign such Previously Omitted Contract to Purchaser, Purchaser shall designate such contract as an Assigned Contract (i) within ten (10) Business Days following receipt of such notice from Seller or (ii) if such Previously Omitted Contract is identified prior to the Closing, on or before the Closing. Any such designated Previously Omitted Contract shall be deemed an Assigned Contract for all purposes under this Agreement. The Seller Parties and Purchaser shall seek authorization from the

Bankruptcy Court pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code to assume and assign any such Contract if so requested by Purchaser. If Purchaser fails to timely deliver a Designation Notice providing for the assumption and assignment of such Previously Omitted Contract, such Previously Omitted Contract shall be for all purposes under this Agreement an Excluded Contract.

(i) With respect to any Acquired Lease that Purchaser designates for rejection after the date hereof in accordance with Section 1.5(b), for a period from the Closing through and until the termination of all operations at and occupancy of all such sites:

(i) Purchaser shall be responsible for the payment of any actual and necessary costs and expenses and Liabilities of Sellers or their estates to third parties and actually incurred from and after the Closing in connection with (including any Taxes resulting solely from and that would not have been incurred but for) (A) the rejection of such Lease, (B) the winddown of all operations at, and the transfer or removal of all customers from, the site governed by such Lease, (C) all actions taken by Purchaser or its Affiliates or Advisors in connection with the foregoing; and (D) any incremental reasonable and documented out-of-pocket costs and expenses payable to Advisors or other professional service providers or otherwise by Sellers or their estates in connection with the foregoing matters; provided, that Purchaser shall only be responsible for such costs and expenses that constitute Administrative Claims that are Allowed; and provided further that Purchaser shall be entitled to all revenue or other proceeds generated from and after the Closing Date from the operations at the site governed by such Lease or the disposition of any assets (tangible or intangible) located at or related to the operations at the site governed by such Lease, it being the intent of the Parties that Purchaser bear the net economic benefit or burden of such operations from and after the Closing; provided further, however, that Purchaser shall not be responsible for the payment of any Claims arising prior to the Petition Date, including any Claims under Section 502(g) of the Bankruptcy Code, including Claims for rejection damages;

(ii) Purchaser acknowledges and agrees that Purchaser, its Affiliates, and its customers will be required to vacate the premises governed by such Lease in accordance with applicable Law and the Bankruptcy Code and any Orders of the Bankruptcy Court or CCAA Court (including the Confirmation Order with respect to (and the effectiveness of) the Plan) and Purchaser shall be responsible for any and all Liabilities related to such vacating of the premises, including related to any breach of Contract, Order, or Law arising from Purchaser or any customer failing to timely vacate (or leaving behind or abandoning any tangible assets at) such premises;

(iii) Purchaser shall, upon reasonable request, provide to Sellers any and all personnel, services, systems, and other resources as are reasonably necessary in connection with the continued operation until, and the completion of, the winddown of all operations at the site governed by such Lease, and Purchaser shall be responsible for all costs, expenses, and other Liabilities of the type and nature described in Section 1.5(i)(i) or Section 1.5(i)(ii) in connection therewith;

(iv) Sellers shall reject such Lease as requested by Purchaser in accordance with this Section 1.5 and subject to Section 1.5(i)(ii);

(v) Purchaser shall direct and control all operations at the site governed by such Lease and the winddown thereof, including personnel at such site, all communications and relations with the customers at such site and their potential relocation, until the termination of all operations at and occupancy of such site; provided that each Seller agrees to use its reasonable best efforts to reasonably cooperate with Purchaser in effectuating, and timely provide any reasonable assistance requested by Purchaser, the winddown of operations and occupancy at such site; and

(vi) Notwithstanding anything else to the contrary herein and the retention of bare legal title of any Lease by Sellers, Purchaser or a Designee shall acquire all benefits and assume all burdens of ownership with respect to the Leases (and the Parties intend that the provisions herein be interpreted consistent with this Section 1.5(i)(vi)) and the Parties agree that Purchaser or a Designee shall be treated as having acquired such Lease and any related intangible for U.S. federal (and other applicable) income Tax purposes as of the Closing.

1.6 Non-Assignment. Notwithstanding anything herein to the contrary, a Contract, Lease or insurance policy (each, a “Specified Asset”) shall not be an Assigned Contract or Acquired Asset, as applicable, hereunder and shall not be assigned to, or assumed by, Purchaser or its Designee to the extent that such Specified Asset (i) is terminated by a Seller (subject to Section 6.1(b)(v)) or the counterparty thereto, or terminates or expires by and in accordance with its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract or Acquired Asset, as applicable, hereunder and is not continued or otherwise extended upon assumption, or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser or its Designee of the applicable Seller’s rights under such Specified Asset, and such Consent or Governmental Authorization has not been obtained prior to the Closing. In addition, a Permit or Governmental Authorization shall not be assigned to, or assumed by, Purchaser or its Designee to the extent that such Permit or Governmental Authorization requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser or its Designee of the applicable Seller’s rights under such Permit or Governmental Authorization, and no such Consent or Governmental Authorization has been obtained prior to the Closing. In the event that any Specified Asset is deemed not to be assigned pursuant to clause (ii) in the first sentence of this Section 1.6 or any Permit is deemed not to be assigned pursuant to the second sentence of this Section 1.6, the Closing shall nonetheless occur subject to the terms and conditions set forth herein and, thereafter, through the earlier of (x) such time as such Consent or Governmental Authorization is obtained and (y) twelve (12) months following the Closing (or in each case of clauses (x) and (y), the remaining term of such Contract or the closing of the Bankruptcy Case, if shorter), Sellers and Purchaser shall (A) use commercially reasonable efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser or a Designee or an Affiliate thereof any or all of any Seller’s rights and obligations with respect to any such Specified Asset or Permit or Governmental Authorization, under which

(1) Purchaser or its Designee shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits under such Specified Asset or Permit or Governmental Authorization with respect to which the Consent or Governmental Authorization has not been obtained and (2) Purchaser or its Designee shall assume any related burden and obligation (including performance) with respect to such Specified Asset or Permit or Governmental Authorization, in each case, subject to the final sentence of this Section 1.6. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Specified Asset or Permit or Governmental Authorization after the Closing, Seller's right, title and interest in and to such Specified Asset or Permit or Governmental Authorization shall promptly be transferred and assigned to Purchaser or its Designee(s) in accordance with the terms of this Agreement, the Plan, the Confirmation Order, and the Bankruptcy Code. Notwithstanding anything herein to the contrary (x) the provisions of this Section 1.6 shall not apply to any Consent or approval required under the HSR Act and any Antitrust Laws, which Consent or approval shall be governed by Section 6.4 and the Bankruptcy Code. Without limitation of the foregoing, prior to the Closing, Sellers shall cooperate with Purchaser or its Designee in connection with obtaining any Consent, including by providing Purchaser or its Designee with reasonable access to and facilitating discussions with the applicable counterparties (after consultation with, and with the presence or participation of, Sellers) in respect of such Consents, and shall use commercially reasonable efforts to assist Purchaser or its Designee with obtaining such Consents as promptly as practicable after the date hereof and prior to the Closing. The Parties shall reasonably cooperate to effect any transfers or other arrangements described in this Section 1.6 in a manner that is mutually Tax efficient for the Parties and their respective Affiliates, including by treating any Seller (or applicable Affiliate thereof) initially in possession of any payment referenced in this Section 1.6 after the Closing as holding such payment as an agent or nominee for the Purchaser or its applicable Designee for income and other applicable Tax purposes to the extent permitted by applicable Law.

1.7 Designated Purchaser(s).

(a) In connection with the Closing, Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 1.7, one (1) or more of its Affiliates or, with the prior written consent of CTI (which shall not be unreasonably withheld, conditioned or delayed and which may be by email (it being agreed that it would be unreasonable for CTI not to consent to the Person (or any of its Affiliates) previously identified by Purchaser to Sellers as a possible Designee)), any other Person, in each case, to exercise Purchaser's rights or obligations to acquire any of the Acquired Assets and assume any of the Assumed Liabilities, in accordance with Sections 1.1 and 1.3 and all of the other terms of this Agreement applicable thereto (each such Person that is properly designated by Purchaser in accordance with this Section 1.7, a "Designee"); provided that no such designation would materially delay the Closing or materially and adversely affect the receipt of any regulatory approval. Prior to the Closing, Purchaser may rescind any such designation upon written notice to CTI (including via email). At and after the Closing, Purchaser shall, or shall cause its respective Designee(s) to, honor Purchaser's obligations (to the extent of the designation) at and from and after the Closing, and the Purchaser shall not be relieved of any Liability or obligation hereunder until satisfaction of such Liability or obligation by such Designee(s). Purchaser shall, promptly upon request by CTI, reimburse Sellers for their reasonable and documented out-of-pocket costs arising out of their complying with their obligations under this Section 1.7(a) and Section 6.18; provided that such reimbursable costs shall not exceed \$250,000 in the aggregate without

Purchaser's prior written consent. Purchaser shall further indemnify and hold harmless the Seller Parties from and against any and all Liabilities (other than Liabilities in respect of income Taxes, except to the extent such Liabilities in respect of income Taxes constitute Assumed Liabilities under Section 1.3(f)), suffered or incurred by them solely as a result of (and which would not have arisen but for) their complying with their obligations under this Section 1.7(a) and Section 6.18, in each case, except such Liabilities suffered or incurred as a result of such Person's gross negligence, willful misconduct or willful breach of this Agreement, in each case, as determined by a final, non-appealable decision of a court of competent jurisdiction. After the Closing, any reference to Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall be deemed to include reference to Purchaser's Designee(s), if any, whether or not such reference so appears. For the avoidance of doubt, by agreeing to honor Purchaser's obligations pursuant to this Section 1.7, a Designee agrees, and such Designee shall agree in writing, to be bound by all obligations applicable to Purchaser (to the extent of the designation), including those covenants contained in Article VI; provided that notwithstanding the designation of any one or more Designee(s) pursuant to this Section 1.7(a), from and after the date of any designation of a Designee and continuing after the Closing, except as required by applicable Law or to the extent necessary to effect the Transactions contemplated herein, Sellers shall be entitled to engage solely with and rely solely on any action, omission, decisions, communications, or writings of Purchaser (including on behalf of any Designee) with respect to any matters arising under and related to this Agreement or the Transactions, including the matters contemplated by Section 2.7, Article VI, Article IX, or any Agreement Dispute, including with respect to any waiver of any Closing condition or amendment to this Agreement. Notwithstanding anything to the contrary set forth herein, Sellers shall not have any Liability, including to any Designee, for any act or omission taken or not taken in reliance upon the actions taken or not taken or decisions, communications or writings made, given or executed by Purchaser on behalf of any Designee.

(b) The designation of a Designee in accordance with this Section 1.7 shall be made by Purchaser by way of a written notice to be delivered to the Sellers in no event later than five (5) Business Days prior to the Closing.

(c) For the avoidance of doubt, in the event any Designee fails to comply with any of its obligations hereunder (including with respect to any DLR Transaction and including any failure to deliver any items required to be delivered by such Designee at or prior to the Closing) or fails to comply with any Contract or obligations with Purchaser or any of its Affiliates, Purchaser shall still be required to consummate the Closing and the Transactions in accordance with the terms and subject to the conditions of this Agreement as if such Designee was not a Designee hereunder (which may include, if applicable as a result of any of the foregoing, not consummating the applicable DLR Transaction).

1.8 Certain Bank Accounts. At the Closing, Sellers shall cause Cyxtera Receivables Holdings, LLC, a Delaware limited liability company and Subsidiary of Sellers, to deliver to Purchaser all right, title and interest of Cyxtera Receivables Holdings, LLC in, to and under all

bank accounts thereof, free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances.

ARTICLE II CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment; Estimated Adjustment Amount.

(a) The aggregate consideration (collectively, the “Purchase Price”) to be paid by or on behalf of Purchaser at the Closing for the purchase of the Acquired Assets shall be the sum of (i) a cash payment of \$775,000,000, plus (ii) the Estimated Adjustment Amount (which may be expressed as a positive or negative number) (the result of (i) and (ii), the “Cash Payment”) and (iii) the assumption of the Assumed Liabilities in accordance herewith. At least five (5) Business Days prior to the scheduled Closing Date, CTI (on behalf of the Sellers) shall deliver (or cause to be delivered) to Purchaser, a preliminary statement (the “Estimated Closing Statement”) that sets forth the Sellers’ good faith estimates of the (i) Cash Amount, (ii) Closing Working Capital and the resulting estimated Working Capital Overage or Working Capital Underage, if any, (iii) Factoring Facility Payoff Amount and (iv) Adjustment Amount resulting therefrom (which may be expressed as a positive or negative number) (such amount in the foregoing clause (iv), the “Estimated Adjustment Amount”), in each case, prepared in accordance with Exhibit F hereto and this Agreement, and accompanied by reasonably detailed supporting documentation for the estimates and calculations contained therein. The Cash Amount, the Closing Working Capital, the Working Capital Overage or Working Capital Underage, as applicable, the Factoring Facility Payoff Amount and the Adjustment Amount will be determined in accordance with the definitions set forth in this Agreement and will not include any changes in assets or liabilities as a result of purchase accounting adjustments. During the period after the delivery of the Estimated Closing Statement and prior to the Closing Date, Purchaser shall have an opportunity to review the Estimated Closing Statement and CTI (on behalf of the Sellers) shall provide Purchaser and its Advisors reasonable access to all properties, books and records relating thereto and the officers and other employees and advisors of the Sellers and their Affiliates, in each case, to the extent reasonably necessary to assist Purchaser and its Advisors in their review of the Estimated Closing Statement. CTI (on behalf of the Sellers) shall cooperate with Purchaser in good faith to mutually agree upon the Estimated Closing Statement in the event Purchaser disputes any item proposed to be included therein, and the Estimated Closing Statement shall be updated by CTI (on behalf of the Sellers) accordingly to reflect any such resolution prior to the Closing; provided that, to the extent that CTI (on behalf of the Sellers) and Purchaser do not agree (it being understood that neither Party shall be required to agree with the other Party) as to any one or more items by the day immediately preceding the Closing Date, then with respect to each such item the amount of such item set forth in the initial Estimated Closing Statement sent by CTI (on behalf of the Sellers) will be used for purposes of calculating the Cash Payment for the Closing.

(b) At the Closing, Purchaser (or its Designee) shall deliver, or cause to be delivered, to Sellers an aggregate amount equal to the Cash Payment less the Deposit (the “Closing Date Payment”); provided that, in the event that a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b), the Closing Date Payment for all purposes of this Agreement shall be reduced by the sum of (i) the DLR Closing Proceeds that are actually delivered, or caused to be delivered, in cash by the UK Seller, the Germany Seller, or the Singapore Seller (as

applicable) to the other Sellers prior to or at the Closing pursuant to Section 6.20 and (ii) the US Intangibles Consideration Payment. Subject to Section 6.20, the Closing Date Payment and any cash payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Person to (or for the benefit of) whom such payment is to be made, with such designation to be made at least two (2) Business Days prior to the date such payment is to be made.

(c) In the event that the transactions contemplated by the Specified Agreement are consummated in accordance therewith following the Closing, but prior to the date that is ninety (90) days following the Closing Date (the “Specified Date”), and Purchaser (or its applicable Affiliate) actually receives the Closing Date Payment (as defined in the Specified Agreement) prior to the Specified Date, Purchaser shall promptly deliver to Sellers, by wire transfer of immediately available funds to such bank account as shall be designated in writing by CTI, cash in an aggregate amount equal to the Adjusted Specified Closing Date Payment. For purposes of this Agreement, the “Adjusted Specified Closing Date Payment” shall mean the amount equal to (i) the Closing Date Payment (as defined in the Specified Agreement) less (ii) the aggregate amount of all costs, expenses and Taxes incurred by Purchaser and its Affiliates in connection with, or in consummating, the transactions contemplated by the Specified Agreement from and after the Closing, which Taxes shall be computed by Purchaser in its good faith discretion and by assuming that Purchaser and its applicable Affiliates have no Tax attributes or assets other than any basis in the assets sold pursuant to the Specified Agreement actually available to the applicable Affiliate of Purchaser acquiring such assets under the terms of this Agreement. Notwithstanding anything to the contrary herein, including Sections 1.1(a), 1.1(s), 1.2(b) and 1.2(l) or in the definition of Excluded Data Center Contracts, in the event that the transactions contemplated by the Specified Agreement are consummated following the Closing, but prior to the Specified Date, (i) the Specified Agreement shall be deemed an Excluded Contract and (ii) the “Acquired Assets” (as defined in and only to the extent defined in the Specified Agreement) shall be deemed Excluded Assets, in the case of each of the foregoing clauses (i) and (ii), as of the Closing for all purposes of this Agreement. In furtherance of the foregoing, the Parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments, and will take, or cause to be taken, all such further or other actions as may be reasonably necessary or desirable to evidence and effectuate the transactions contemplated in this Section 2.1(c).

2.2 Deposit.

(a) Purchaser will, no later than forty-eight (48) hours after the date hereof, make, or cause to be made, an earnest money deposit with Acquiom Clearinghouse LLC (the “Escrow Agent”) in the amount equal to \$77,500,000 (the “Deposit”), by wire transfer of immediately available funds for deposit into a separate segregated, interest bearing escrow account (the “Escrow Account”) maintained by the Escrow Agent in accordance with the Bidding Procedures Order and established pursuant to the escrow agreement, dated as of the date hereof, by and among CTI, Purchaser and the Escrow Agent (the “Escrow Agreement”). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Purchaser and, if the Closing occurs, shall be applied in accordance with Section 2.2(e).

(b) If this Agreement has been terminated by Sellers pursuant to Section 8.1(d) or 8.1(f) (or by Purchaser pursuant to Section 8.1(c)), in circumstances where Sellers would be entitled to terminate this Agreement pursuant to Section 8.1(d) or 8.1(f), then the Parties shall promptly, but in any event within five (5) Business Days after such termination hereof, deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Seller, and Seller shall retain the Deposit (together with any and all investment interest thereon if any).

(c) If this Agreement has been terminated by any Party, other than as contemplated by Section 2.2(b), then the Parties shall promptly, but in any event within five (5) Business Days after such termination hereof, deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Purchaser, and the Deposit, together with any and all investment interest thereon, if any, shall be returned to Purchaser within five (5) Business Days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.2(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(e) If the Closing occurs, at the Closing, the Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer, by wire transfer of immediately available funds, an amount equal to (i) 100% of the Deposit minus (ii) the Adjustment Escrow Amount to such account(s) as may be designated by Seller as a credit toward payment of the Cash Payment pursuant to Section 2.1(a), and the remaining portion of the Deposit in the Escrow Account shall continue to be held in accordance with the Escrow Agreement and the terms and conditions of this Agreement.

2.3 Closing.

(a) Except as set forth in Section 2.3(b), if applicable, the closing of the purchase and sale of the Acquired Assets, the delivery of the Closing Date Payment, and the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022) at 10:00 a.m. Eastern Time on the fourth (4th) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or due waiver (by the Party entitled to the benefit of such condition) at the Closing), or at such other place and time as the Parties may agree in writing; provided that, without limiting the foregoing, the Closing Date will coincide with the Effective Date of the Plan; provided, further, that, notwithstanding the full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in

Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or due waiver (by the Party entitled to the benefit of such condition) at the Closing), the Closing shall not occur prior to January 2, 2024 without the prior written consent of the Purchaser. The date on which the Closing actually occurs is referred to herein as the “Closing Date.”

(b) Notwithstanding the generality of Section 2.3(a), if Purchaser provides CTI with written notice, at least ten (10) Business Days prior to the anticipated Closing Date, of its election to effect (x) the UK Transaction in accordance with Section 6.18(a), (y) the Germany Transaction in accordance with Section 6.18(b), or (z) the Singapore Transaction in accordance with Section 6.18(c) (any such notice, a “DLR Election Notice”, and any transactions to be consummated in accordance with such a DLR Election Notice, a “DLR Transaction”, and collectively, the “DLR Transactions”), then at the Closing, the Parties shall take, or cause to be taken, the following actions in the order set forth below (it being understood that no successive step shall be undertaken or initiated until the immediately preceding step has been completed), it being understood that the Parties shall coordinate timing of the payments in clause (i) below at such times which are feasible in the time zones of the applicable jurisdictions:

(i) *first*, (w) the consummation of the UK Transaction and the delivery of the UK Consideration Payment in accordance with Section 6.18(a), (x) the consummation of the Germany Transaction and the delivery of the Germany Consideration Payment in accordance with Section 6.18(b), (y) the consummation of the Singapore Transaction and the delivery of the Singapore Consideration Payment in accordance with Section 6.18(c), and (z) the consummation of the US Intangibles Transfer and the delivery of the US Intangibles Consideration Payment in accordance with Section 6.18(d), in the case of each of the foregoing clauses (w), (x), (y) and (z), occurring simultaneously and solely to the extent contemplated in the DLR Election Notice provided by Purchaser to CTI in accordance with this Section 2.3(b);

(ii) *second*, the distribution of the Aggregate DLR Consideration Amount to an applicable Seller(s) in accordance with Section 6.20; and

(iii) *third*, the consummation of the remaining transactions contemplated by this Agreement to be completed at the Closing pursuant to Section 2.3, taking into account the foregoing clauses (i) and (ii).

2.4 Closing Deliveries by Sellers. At or prior to the Closing, the Sellers shall deliver to Purchaser (or its applicable Designee), or in the case of the Adjustment Escrow Amount, the Escrow Agent:

(a) one or more applicable bill(s) of sale and assignment and assumption agreement(s) substantially in the form of Exhibit A (each, an “Assignment and Assumption Agreement”), each with respect to such Acquired Assets and Assumed Liabilities as determined by Purchaser (but all of which shall, in the aggregate, include all Acquired Assets and Assumed Liabilities), duly executed by the applicable Sellers;

(b) a short-form patent assignment agreement substantially in the form of Exhibit B, duly executed by the applicable Sellers;

(c) a short-form trademark assignment agreement substantially in the form of Exhibit C, duly executed by the applicable Sellers;

(d) a short-form copyright assignment agreement substantially in the form of Exhibit D, duly executed by the applicable Sellers;

(e) a short-form domain name transfer agreement substantially in the form of Exhibit G, duly executed by the applicable Sellers;

(f) instruments, agreement, or other documents, in each case in customary form that are necessary or advisable to transfer the Equity Interests of the Transferred Subsidiaries to Purchaser in the manner required by applicable Law, which instruments, agreement, or documents shall not expand any representation or warranty, or any remedy or Liability, of any Party, duly executed by the applicable Sellers, together with certificates representing all of the Equity Interests of the Transferred Subsidiaries (to the extent that such Equity Interests are certificated), each in a form reasonably satisfactory to Sellers and Purchaser;

(g) an assignment and assumption (or, if requested by Purchaser, assignments and assumptions) of lease for the Acquired Leases substantially in the form of Exhibit E (the “Assignment and Assumption of Lease”), duly executed by Sellers (and, in the case of each Acquired Lease of record, the applicable assignment and assumption shall be in a form customary for recordation in each applicable jurisdiction or, in each case, Sellers shall deliver to Purchaser a memorandum thereof in a form customary for recordation in each applicable jurisdiction duly executed by the applicable Seller, in each case, which assignments and assumptions and memoranda shall not expand any representation or warranty, of any agreement or Liability of any Party);

(h) a quit claim deed with respect to each Owned Real Property, duly executed by the applicable Sellers;

(i) an IRS Form W-9 or IRS Form W-8, as applicable, executed by each Seller or such Seller’s regarded owner for U.S. federal income Tax purposes;

(j) where applicable, the joint election(s) contemplated by Section 9.1(b);

(k) where applicable, the Clearance Certificate(s) contemplated by Section 9.1(d);

(l) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of CTI certifying that the conditions set forth in Sections 7.2(a), 7.2(b) and 7.2(d) have been satisfied;

(m) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) and such DLR Election Notice contemplates the consummation of the Germany Transaction, the Germany Lease Termination Agreement(s) duly executed by the Germany Seller;

(n) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) and such DLR Election Notice contemplates a Singapore Lease Termination, the Singapore Lease Termination Agreement(s) duly executed by the Singapore Seller;

(o) a joint written instruction to the Escrow Agent to release a portion of the Deposit in accordance with Section 2.2(e), duly executed by CTI; and

(p) any additional instruments, agreements and other documents, each in form reasonably satisfactory to Sellers and Purchaser and customary for each applicable jurisdiction, that are required by local Law to be, or are customarily, filed or recorded with deeds or assignments and assumptions of lease (or memoranda thereof) in the applicable jurisdiction to give effect to this Agreement or required in connection with the consummation of any DLR Transaction, including, in each case, certificates, filings, Contracts, agreements or other documentation reasonably requested by Purchaser, in each case duly executed by the applicable Seller, which instruments, agreements, and documents shall not expand any representation or warranty, or any remedy or Liability, of any Party.

2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser (or its applicable Designee) shall deliver to (or at the direction of) Sellers:

(a) the Closing Date Payment; provided that if a DLR Election Notice is delivered by Purchaser in accordance with Section 2.3(b), then the Aggregate DLR Consideration Amount shall first be paid to the UK Seller, the Germany Seller, or the Singapore Seller, as applicable, and distributed pursuant to Section 6.20 (as the DLR Closing Proceeds) prior to the payment of the Closing Date Payment hereunder;

(b) the Assignment and Assumption Agreement(s), duly executed by Purchaser (or its applicable Designee);

(c) a short-form patent assignment agreement substantially in the form of Exhibit B, duly executed by the Purchaser;

(d) a short-form trademark assignment agreement substantially in the form of Exhibit C, duly executed by the Purchaser;

(e) a short-form copyright assignment agreement substantially in the form of Exhibit D, duly executed by Purchaser;

(f) a short-form domain name transfer agreement substantially in the form of Exhibit G, duly executed by the applicable Sellers;

(g) each Assignment and Assumption of Lease, duly executed by Purchaser;

(h) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b), and such DLR Election Notice contemplates the consummation of the Germany Transaction, the Germany Lease Termination Agreement(s) duly executed by the applicable Designee or its Affiliate;

(i) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) and such DLR Election Notice contemplates a Singapore Lease Termination, the Singapore Lease Termination Agreement(s) duly executed by the applicable Designee or its Affiliate;

(j) where applicable, the joint election(s) contemplated by Section 9.1(b);

(k) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied;

(l) a joint written instruction to the Escrow Agent to release a portion of the Deposit in accordance with Section 2.2(e), duly executed by Purchaser; and

(m) any additional instruments, agreements and other documents, each in form reasonably satisfactory to the Sellers and Purchaser and customary for each applicable jurisdiction, that are required by local Law to be, or are customarily, filed or recorded with deeds or assignments and assumptions of lease (or memoranda thereof) in the applicable jurisdiction to give effect to this Agreement, in each case duly executed by Purchaser, which instruments, agreements, and documents shall not expand any representation or warranty, or any remedy or Liability, of any Party.

2.6 Post-Closing Adjustment.

(a) Within ninety (90) days after the Closing Date, Purchaser shall deliver (or shall cause to be delivered) to CTI (on behalf of all of the Sellers) a statement (the "Statement") setting forth Purchaser's good faith calculations of (i) Cash Amount, (ii) Closing Working Capital and the resulting estimated Working Capital Overage or Working Capital Underage, if any, (iii) the Factoring Facility Payoff Amount and (iv) the Adjustment Amount resulting therefrom (which may be expressed as a positive or negative number), accompanied by reasonably detailed supporting documentation for the estimates and calculations contained therein, including changes from the corresponding amounts in the Estimated Closing Statement. Purchaser shall not amend, supplement or modify the Statement following its delivery to CTI. The Cash Amount, the Closing Working Capital, the Working Capital Overage or Working Capital Underage, as applicable, the Factoring Facility Payoff Amount and the Adjustment Amount will be determined in accordance with the definitions set forth in this Agreement and will not include any changes in assets or liabilities as a result of purchase accounting adjustments. The Parties agree that the purpose of determining the Final Adjustment Amount is solely to accurately measure changes (if any) in the Estimated Adjustment Amount set forth in the Estimated Closing Statement in accordance with this Agreement (including Exhibit F) in order to determine the Seller Adjustment Amount or Purchaser Adjustment Amount, as applicable, and that such processes are not intended to permit the introduction of principles, policies, practices, procedures, methodologies, classifications or methods that are different from those set forth in Exhibit F.

(b) The Statement shall become final and binding upon all of the Parties at 5:00 p.m. in New York, New York on the thirtieth (30th) day following the date on which the Statement was timely delivered by Purchaser to CTI within the applicable number of days as set

forth in Section 2.6(a), unless CTI (on behalf of the Sellers) delivers written notice of its disagreement with the Statement (a “Notice of Disagreement”) to Purchaser prior to such time. Any Notice of Disagreement shall specify in reasonable detail the nature and the amount of any disagreement so asserted. If a Notice of Disagreement is received by Purchaser in accordance with the first sentence of this Section 2.6(b) then the Statement (as revised in accordance with this Section 2.6(b)) shall become final and binding upon the Sellers and Purchaser on the earlier of (i) the date CTI (on behalf of the Sellers) and Purchaser resolve in writing any and all differences they have with respect to the matters specified in the Notice of Disagreement and (ii) if any differences remain that CTI and Purchaser are unable to resolve following the Discussion Period referred to below, the date any such remaining disputed matters are finally resolved in writing by the Independent Accountant. During the fourteen (14)-day period (or such longer period as the Parties may agree in writing, the “Discussion Period”) following the delivery of a Notice of Disagreement, CTI (on behalf of the Sellers) and Purchaser shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Notice of Disagreement. All discussions related thereto will be governed by Rule 408 of the Federal Rules of Evidence (as in effect as of the date of this Agreement) and any applicable similar state rule, unless otherwise agreed in writing by Sellers and Purchaser. If at the end of such Discussion Period, CTI (on behalf of the Sellers) and Purchaser have not resolved in writing the matters specified in the Notice of Disagreement, then, no later than ten (10) days following such Discussion Period, CTI and Purchaser shall submit to the Independent Accountant for resolution, in accordance with the standards set forth in this Section 2.6. Each of CTI (on behalf of the Sellers) and Purchaser shall use reasonable efforts to cause the Independent Accountant to render a written decision resolving the matters submitted to the Independent Accountant within thirty (30) days of the receipt of such submission, and the Independent Accountant shall resolve only matters that remain in dispute as submitted by the Parties. Purchaser and CTI (on behalf of the Sellers) will execute a customary engagement letter if so requested by the Independent Accountant and will cooperate with the Independent Accountant during the term of its engagement. The Independent Accountant will have exclusive jurisdiction over any disputes arising out of or relating to the adjustments pursuant to this Section 2.6, and resort to the process involving the Independent Accountant as provided in this Section 2.6(b) will be the only recourse and remedy of the Parties against one another with respect to any such dispute. The scope of the disputes to be resolved by the Independent Accountant shall be limited to correcting mathematical errors and determining whether the items in dispute were determined in accordance with this Agreement. The Independent Accountant’s decision shall be based solely on written submissions by CTI (on behalf of the Sellers) and Purchaser and their respective Advisors and not by independent review, acting as an accountant and not as an arbitrator, and, shall be final and binding on all of the Parties and not subject to appeal or further review. The Independent Accountant may not assign a value for any item that is greater than the greatest value for such item claimed by either Party or smaller than the smallest value for such item claimed by either Party. Judgment may be entered upon the determination of the Independent Accountant in any court having jurisdiction over the Party against which such determination is to be enforced. The fees, costs and expenses of the Independent Accountant incurred pursuant to this Section 2.6 (the “Accounting Fees”) shall be borne *pro rata* as between the Sellers, on the one hand, and Purchaser, on the other hand, in proportion to the final allocation made by such Independent Accountant of the disputed items weighted in relation to the claims made by CTI and Purchaser, such that the prevailing Party pays the lesser proportion of such fees, costs and expenses. For example, if Purchaser claims that the

appropriate adjustments are, in the aggregate, \$1,000 greater than the amount determined by CTI and if the Independent Accountant ultimately resolves the dispute by awarding to Purchaser an aggregate of \$300 of the \$1,000 contested, then the fees, costs and expenses of the Independent Accountant will be allocated 30% (*i.e.*, $300 \div 1,000$) to the Sellers and 70% (*i.e.*, $700 \div 1,000$) to Purchaser. In connection with its determination of Final Adjustment Amount, the Independent Accountant will, pursuant to the terms of this Section 2.6(b), also determine the allocation of the Accounting Fees between Purchaser and Sellers, which such determination will be final, conclusive and binding upon the Parties.

(c) As used herein, “Final Adjustment Amount” means (i) if CTI (on behalf of the Sellers) fails to deliver a Notice of Disagreement in accordance with Section 2.6(b), the Adjustment Amount as set forth in the Statement or (ii) if the Adjustment Amount is resolved by Purchaser and CTI (on behalf of the Sellers) or by submission of any disputes to the Independent Accountant, as contemplated by Section 2.6(b), the Adjustment Amount as so resolved.

(d) Upon the determination of the Final Adjustment Amount in accordance with Section 2.6(b):

(i) if the Final Adjustment Amount exceeds the Estimated Adjustment Amount (any such excess, the “Seller Adjustment Amount”), within five (5) Business Days after the Final Adjustment Amount is determined (A) Purchaser shall pay to CTI, by wire transfer of immediately available funds, an amount equal to the lesser of (x) an amount equal to the Seller Adjustment Amount and (y) an amount equal to the Adjustment Escrow Amount, it being acknowledged and agreed by the Parties that the maximum amount Purchaser shall be required to pay pursuant to this Section 2.6 shall not exceed the Adjustment Escrow Amount even if such amount is less than the Seller Adjustment Amount and (B) Purchaser and CTI shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to release to CTI the Adjustment Escrow Amount from the Escrow Account;

(ii) if the Estimated Adjustment Amount exceeds the Final Adjustment Amount (any such excess, the “Purchaser Adjustment Amount”), within five (5) Business Days after the Final Adjustment Amount is determined: (A) CTI and Purchaser shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to make payment from the Escrow Account by wire transfer of immediately available funds to Purchaser of an amount equal to such Purchaser Adjustment Amount, which amount shall not exceed the Adjustment Escrow Amount, and (B) if the Purchaser Adjustment Amount is less than the Adjustment Escrow Amount, Purchaser and CTI shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to release to CTI the amount by which the Adjustment Escrow Amount exceeds the Purchaser Adjustment Amount; or

(iii) if the Final Adjustment Amount equals the Estimated Adjustment Amount, within five (5) Business Days after the Final Adjustment Amount is determined Purchaser and CTI shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to release to CTI the Adjustment Escrow Amount from the Escrow Account. Upon payment of the amounts provided in this Section 2.6(d), none of the Parties may make or assert any claim under this Section 2.6. Any payment to be made pursuant to this

Section 2.6(d) will be treated by all Parties for applicable Tax purposes as an adjustment to the Purchase Price (unless otherwise required by applicable Law).

(e) Purchaser agrees that payment of the Purchaser Adjustment Amount (if any) from the Adjustment Escrow Amount in the Escrow Account in accordance with the Escrow Agreement will be the sole and exclusive remedy for Purchaser for payment of the Purchaser Adjustment Amount, if any, and the Adjustment Escrow Amount in the Escrow Account will be Purchaser's sole and exclusive source of recovery for any amounts owing to Purchaser pursuant to this Section 2.6, even if the Purchaser Adjustment Amount exceeds the Adjustment Escrow Amount. The Parties further agree that the adjustments to the Adjustment Amount provided for in this Section 2.6, and the dispute resolution provisions provided for in this Section 2.6, will be the exclusive remedy for the matters addressed or that could be addressed by this Section 2.6. For the avoidance of doubt, and without limiting the generality of the foregoing, no claim by Purchaser or any of its Affiliates or advisors for the payment of the Purchaser Adjustment Amount will be asserted against any of the Sellers.

(f) No actions taken by Purchaser, on its own behalf or on behalf of the Acquired Entities, on or following the Closing Date, shall be given effect for purposes of determining the Adjustment Amount or any component thereof. During the period of time from and after the Closing Date through the final determination and payment of any Seller Adjustment Amount or Purchaser Adjustment Amount in accordance with this Section 2.6, Purchaser shall afford, and shall cause the Acquired Entities to afford, to CTI and its Advisors reasonable access during normal business hours upon reasonable advance notice to all the properties, books, Contracts, personnel, Advisors (subject to execution of customary access letters) and records of Purchaser and the Acquired Entities and such Advisors (including work papers subject to execution of customary access letters) relevant to the Sellers' review of the Statement and Purchaser's determination of the Adjustment Amount or any component thereof in accordance with this Section 2.6.

2.7 Withholding. Each of Purchaser and its Affiliates, and the Escrow Agent, shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement to any Seller (including pursuant to Section 2.2) such amounts as Purchaser (or its applicable Affiliate), or the Escrow Agent, is required to deduct and withhold under applicable Tax law, with respect to the making of such payment; provided, however, that except for any amounts that are withheld by reason of any Seller's failure to provide the certificate described in Section 2.4(i), Purchaser shall use commercially reasonable efforts to notify such Seller at least five (5) Business Days prior to the Closing Date of any potentially applicable withholding requirement of which Purchaser is aware, and each of the Parties agrees to take commercially reasonable efforts to cooperate to eliminate or reduce any such deduction or withholding. All amounts so withheld shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made, and shall be timely paid by Purchaser (or its applicable Affiliate) to the applicable Governmental Body.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as (a) disclosed in the forms, reports, schedules, statements, exhibits and other documents filed with the SEC by CTI in respect of Sellers and their business during the twelve (12) months preceding the date hereof and solely to the extent publicly available on the SEC's EDGAR database (the "Filed SEC Documents") (other than any disclosures set forth under the headings "Risk Factors" or "Forward-Looking Statements" in such Filed SEC Documents and any other disclosures included therein to the extent they are forward-looking in nature) or (ii) set forth in the Schedules delivered by Sellers concurrently herewith (each, a "Schedule" and collectively, the "Schedules") and subject to Section 10.10, Sellers represent and warrant to Purchaser as follows.

3.1 Organization and Qualification.

(a) Except as set forth in Schedule 3.1(a), (i) each Seller is a corporation, unlimited liability corporation, or limited liability company, as applicable, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation and (ii) each Acquired Entity is duly organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the Laws of the jurisdiction of its organization. Except as set forth in Schedule 3.1(a), each Seller and Acquired Entity has all requisite corporate or similar organizational power and authority necessary to own or lease its assets and properties and to operate its business as it is now being conducted, subject to the provisions of the Bankruptcy Code, and is duly licensed or qualified to do business under the Laws of each jurisdiction in which the nature of its business or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) True, complete and correct copies of each of the Acquired Entities' Organizational Documents have been provided to Purchaser prior to the date hereof. All such Organizational Documents are in full force and effect on the date hereof and no Seller or Acquired Entity is in violation of any of the provisions of its Organizational Documents, except as would not reasonably be expected to be material to such Seller or Acquired Entity.

(c) Schedule 3.1(c) sets forth a true, complete and correct list of (i) each of the Acquired Entities and (ii) each jurisdiction in which each Seller and Acquired Entity is duly licensed or qualified to do business.

3.2 Authorization of Agreement.

(a) Subject to requisite Bankruptcy Court approvals, each Seller has all necessary corporate or similar organizational power and authority to execute and deliver this Agreement and the other Transaction Agreements to which each such Seller is a party and to perform its obligations hereunder and to consummate the Transactions.

(b) The execution, delivery and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by

such Seller of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions.

(c) Subject to requisite Bankruptcy Court approvals and CCAA Orders (as described in this Agreement), this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

3.3 Equity Interests of Acquired Entities.

(a) The issued and outstanding shares of capital stock or other Equity Interests of each of the Acquired Entities are as set forth on Schedule 3.3(a)(i), and there are no other issued or outstanding shares of capital stock or other Equity Interests of the Acquired Entities (except as authorized or issued pursuant to the UK Restructuring Transactions, to the extent applicable). All of the outstanding capital stock or other Equity Interests of the Acquired Entities are duly authorized, validly issued, fully paid and are non-assessable (where such concepts are legally recognized in the jurisdictions of organization of such Subsidiaries) and have not been issued in violation of applicable Law or any Contract (including preemptive rights or similar rights). The UK Seller's register of members is in compliance with applicable Law and true, correct and complete as of the Closing (a true, correct and complete copy of which has been provided to Purchaser prior to the Closing). Except as set forth on Schedule 3.3(a)(ii), there are no outstanding options, warrants, convertible, exercisable or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, rights to subscribe to, purchase rights, calls or commitments relating to the issuance, purchase, sale, redemption or repurchase of any capital stock or other Equity Interests issued by any Acquired Entities containing any equity features, or Contracts, commitments, understandings, arrangements or other obligations by which any of the Acquired Entities is bound to issue, deliver or sell, or cause to be issued, delivered or sold, additional capital stock or other Equity Interests, or options, warrants, convertible, exercisable or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, rights to subscribe to, purchase rights, calls or commitments relating to any capital stock or other Equity Interests of the Subsidiaries of the Sellers, or that otherwise give any Person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of shares of capital stock or other Equity Interests of any Acquired Entities (including any rights to receive any payment in respect, or based on the price or value, thereof). None of the Sellers or their Subsidiaries is a party to any shareholders' agreement, voting trust agreement, registration rights agreement or other similar Contract or understanding relating to any Equity Interests of any Acquired Entities or any other Contract relating to the issuance, disposition, voting

or payment of dividends or distributions with respect to any Equity Interests of any Acquired Entities. There are no accrued and unpaid dividends with respect to any outstanding Equity Interests of any Acquired Entities, and no Acquired Entities have any obligation to pay any dividend or make any distribution in respect thereof. The issued and outstanding Equity Interests of each of the Acquired Entities are (i) owned of record by the Seller(s) or Subsidiaries of a Seller identified on Schedule 3.3(a)(iii) as owning such Equity Interests (or as identified on Exhibit H in connection with the UK Restructuring Transactions, to the extent applicable), (ii) owned free and clear of any Encumbrances (except for Encumbrances arising under applicable securities Laws) by the applicable Seller(s) or Subsidiaries of a Seller identified on Schedule 3.3(a)(iii) as owning such Equity Interests (or as identified on Exhibit H in connection with the UK Restructuring Transactions, to the extent applicable), and (iii) the applicable Seller(s) or Subsidiaries of a Seller have good, valid and marketable title (to the extent such concepts are applicable) to the Equity Interests identified on Schedule 3.3(a)(iii) as owned by such Seller or Subsidiary of a Seller (or as identified on Exhibit H in connection with the UK Restructuring Transactions, to the extent applicable). The Acquired Interests constitute all of the issued and outstanding Equity Interests of the Transferred Subsidiaries, all of which are owned beneficially and of record by the Sellers, free and clear of any Encumbrances (other than Encumbrances arising under applicable securities Laws). At Closing, Purchaser (or its Designee) will acquire good and valid title to the Acquired Interests, free and clear of all Encumbrances (other than transfer restrictions under applicable securities Laws).

(b) Except as set forth on Schedule 3.3(b), the Acquired Entities do not, directly or indirectly, (i) own, of record or beneficially, any Equity Interests or other interests in any Person or hold any right (contingent or otherwise) to acquire the same or (ii) have any obligations to contribute capital to, or loan any amounts to, invest in, or acquire Equity Interests of, any Person. The Acquired Entities do not have any outstanding bonds, debentures, notes or other obligations which provide the holders thereof the right to vote (or are convertible or exchangeable into or exercisable for securities having the right to vote) with the equityholders of the Acquired Entities on any matter.

3.4 Conflicts; Consents. Assuming that (a) the Confirmation Order and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained (each as described in this Agreement), (b) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 3.4 are made, given or obtained (as applicable), (c) the requirements of the HSR Act are complied with, and (d) any filings required by any applicable federal or state securities or “blue sky” Laws are made, the execution and delivery by Sellers of this Agreement and the other Transaction Agreements, the consummation by Sellers of the Transactions, performance and compliance by Sellers with any of the terms or provisions hereof or thereof, do not and will not (i) conflict with or violate any provision of the Organizational Documents of any Seller or Acquired Entity (ii) except as set forth on Schedule 3.4, conflict with, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or result in the acceleration of any obligation under or give rise to a right of termination, modification, acceleration or cancellation of any obligation or to the loss of any benefit under, any of the terms or provisions of any Material Contract, Permit, loan or credit agreement or other Contract to which any Seller or Acquired Entity is party or by which any Seller or Acquired Entity is bound or to which any the Acquired Assets is subject, (iii) conflict with or violate in any material respect, any Law or Order applicable to any Seller, Acquired Entity or any of the Acquired Assets or by which any Seller, Acquired Entity or

any of the Acquired Assets may be bound or affected or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets owned by any Seller or Acquired Entity, except, in the case of clauses (ii) or (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.5 Financial Statements; No Undisclosed Liabilities; Internal Controls.

(a) (i) Included in the Filed SEC Documents is CTI's Form 10K (as amended by the attached Form 10K/A), which includes the audited consolidated balance sheets of CTI and its Subsidiaries as of December 31, 2022, and the related consolidated statements of operations, comprehensive loss, changes in shareholders' equity and cash flows for the fiscal year then ended (collectively, the "Audited 2022 Financial Statements"), (ii) attached to Schedule 3.5(a) are Sellers' unaudited condensed consolidated balance sheets as of June 30, 2023 (the "Latest Balance Sheet"), and the related condensed consolidated statements of operations, comprehensive loss, shareholders' equity and cash flows for the portion of each fiscal year then ended and (iii) attached to Schedule 3.5(a) are the available standalone balance sheets, income statements, shareholders' equity and cash flows or other financial statements, as applicable, in each case, as described on, for the Acquired Entities listed on, and as of the date or the periods indicated on Schedule 3.5(a) (together with the Audited 2022 Financial Statements and the financial statements referenced in the foregoing clause (ii), the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of CTI and its Subsidiaries (or applicable Acquired Entity, as the case may be) as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown, except for, in the case of unaudited financials, (x) the absence of footnote disclosures (none of which are materially different from those presented in the Audited 2022 Financial Statements), and (y) changes resulting from normal and recurring fiscal year end adjustment (none of which are expected to be material, individually or in the aggregate).

(b) CTI and its Subsidiaries have established and maintain disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act, that are effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP, and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of CTI and its Subsidiaries, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of CTI and its Subsidiaries are being made only in accordance with authorizations of management and directors of CTI and its Subsidiaries (as applicable) and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of CTI and its Subsidiaries' assets that could have a material effect on its Financial Statements. CTI and its Subsidiaries' management has completed an assessment of the effectiveness of CTI and its Subsidiaries' internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2022, and such assessment concluded that such internal control system was effective. Except as set forth on Schedule 3.5(b), since January 1, 2021, none of CTI, its

Subsidiaries or their independent registered public accounting firm has identified or been made aware of (A) “significant deficiencies” or “material weaknesses” (as defined by the Public Company Accounting Oversight Board) in the design or operation of CTI and its Subsidiaries’ internal controls over financial reporting which would reasonably be expected to adversely affect in any material respect CTI’s or its Subsidiaries’ ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in CTI and its Subsidiaries’ internal control over financial reporting with respect to CTI and its Subsidiaries. CTI and its Subsidiaries do not maintain any “off-balance-sheet arrangement” within the meaning of Item 303 of Regulation S-K of the SEC.

(c) Except (i) as specifically and adequately reflected in the latest Financial Statements, (ii) as set forth in Schedule 3.5(c), (iii) for Liabilities that have arisen since the date of the Latest Balance Sheet in the Ordinary Course and are not material to CTI or any of its Subsidiaries (individually or in the aggregate), (iv) Liabilities arising under the executory portion of a Contract (excluding in each case Liabilities for breach, non-performance or default), (v) Liabilities in connection with the Bankruptcy Cases, the Transactions, or the negotiation, execution, and performance of the Transactions and (vi) Liabilities to the extent included in the computation of Closing Working Capital, CTI or its Subsidiaries do not have any Liabilities of the type required to be accrued on or reserved against in a consolidated balance sheet prepared in accordance with GAAP consistently applied.

3.6 Absence of Certain Changes or Developments. Except as set forth on Schedule 3.6 and the Bankruptcy Cases or in connection with the Transactions or the Bankruptcy Cases or preparation therefor (including debtor-in-possession financing), since the date of the Latest Balance Sheet, (a) the Sellers and their Subsidiaries have conducted their respective businesses in the Ordinary Course, (b) no Effect has occurred that has had, or would be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect and (c) there has not occurred any action that would require the consent of Purchaser pursuant to Section 6.1(b) if taken after the date of this Agreement and prior to Closing.

3.7 Legal Actions. Except as set forth on Schedule 3.7, there are no, and during the three (3) years preceding the date hereof there have been no, (a) Actions pending or threatened (in writing or, to the Knowledge of Seller, orally) to which any Seller or any of their Subsidiaries is or was a party or to which any property, rights or interests of any of them is or was subject, except as would not reasonably be expected to be material and adverse to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole, or (b) Orders imposed upon the Sellers or any of their Subsidiaries, in each case, by or before any Governmental Body. Schedule 3.7 sets forth, as of the date hereof, each Action pending against CTI or any of its Subsidiaries by or before any Governmental Body (other than the Bankruptcy Cases) that (i) seeks or reasonably could be expected to result in fines or damages of more than \$1,000,000 or relates to a criminal matter or calls for injunctive relief or other restriction that would reasonably be expected to be material to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole, or (ii) challenges the validity or enforceability of this Agreement or any other Transaction Agreement or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the consummation of any of the Transactions. During the three (3) years preceding the date hereof there has been no formal written or, to the Knowledge of the Sellers, oral

allegation of sexual harassment or sexual misconduct submitted to any Seller or any of their Subsidiaries against any employee who is an executive officer, director, or management level employee in their capacities as such.

3.8 Compliance with Laws; Permits; Escheat.

(a) Except as set forth on Schedule 3.8(a)(i), each Seller and Subsidiary of a Seller is, and during the three (3) years preceding the date hereof has been, in compliance in all material respects with the requirements of all Laws applicable to it or to its properties (including the ownership and operation of the Acquired Assets). Except as set forth on Schedule 3.8(a)(ii) or as related to or as a result of the filing or pendency of the Bankruptcy Cases and the CCAA Proceeding, during the three (3) years preceding the date hereof (A) no Seller or Subsidiary of a Seller has received any written notice of, or been charged with, the material violation of any Laws, and (B) to the Knowledge of Sellers, no event has occurred or circumstance exists that (with or without notice, passage of time, or both), individually or in the aggregate, would constitute or result in a failure by any Seller or Subsidiary of a Seller to comply, in any material respect, with any applicable Law. Except as set forth on Schedule 3.8(a)(iii) as related to or as a result of the filing or pendency of the Bankruptcy Cases and the CCAA Proceeding, no investigation, review or Action by any Governmental Body in relation to any actual or alleged material violation of Law by any Seller or Subsidiary of a Seller is pending or, to the Knowledge of Sellers, threatened, nor has any Seller or Subsidiary of a Seller received any written notice from any Governmental Body indicating an intention to conduct the same.

(b) Except as set forth on Schedule 3.8(b)(i), the Sellers and their Subsidiaries possess all Permits that are necessary or required to conduct their businesses as currently conducted, and all such Permits are in full force and effect and will continue to be in full force and effect following the consummation of the Transactions, except for such Permits, the failure to have so obtained, made or delivered would not, individually or in the aggregate, reasonably be expected to be material to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole. The Sellers and their Subsidiaries are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit required for the operation of their businesses as presently conducted and to which they are parties, except where such default or violation would not be reasonably expected to be, individually or in the aggregate, material to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole. Schedule 3.8(b)(ii) sets forth a true, complete and correct list of all material Permits maintained by the Sellers and their Subsidiaries that are necessary or required to conduct their businesses as currently conducted.

(c) No Action is pending or, to the Knowledge of Sellers, threatened to terminate, revoke, limit, cancel, suspend or modify any Permit or Permits that, individually or in the aggregate, are material to the operation of the business of the Sellers and their Subsidiaries, and no Seller or Subsidiary of a Seller has received notice from any Governmental Body that (i) any such Permit will be revoked or not reissued on the same or similar terms, (ii) any application for any new Permit by any Seller or any of its Subsidiaries or renewal of any Permit or Permits that, individually or in the aggregate, are material to the operation of the business of the Sellers and their Subsidiaries will be denied, or (iii) the Permit holder is in material violation of any Permit

or Permits that, individually or in the aggregate, are material to the operation of the business of the Sellers and their Subsidiaries.

(d) During the past three (3) years, each Seller and Subsidiary of Seller has been and is in compliance in all material respects with all applicable International Trade Laws and no Seller or Subsidiary of a Seller or, to the Knowledge of Sellers, any other Person acting on their behalf has engaged in or is currently engaged in any conduct that is prohibited under International Trade Laws. Without limiting any of the foregoing, during the past three (3) years, no Seller or Subsidiary of a Seller or any of their respective officers, directors, or employees, or, to the Knowledge of Seller, any other Person acting on their behalf has engaged in any business or dealings, directly or indirectly, involving (i) any country or territory that is or whose government is the target of comprehensive sanctions imposed by the United States, Canada, the European Union, or the United Kingdom, as of the date of this Agreement (Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region, and the so-called Donetsk and Luhansk People's Republics; each a "Sanctioned Jurisdiction"); or (ii) a Person that is designated on, or that is owned or controlled by a Person that is designated on any list of sanctioned parties maintained by the United States, Canada, the United Kingdom, or the European Union, including the list of Specially Designated Nationals and Blocked Persons maintained by OFAC (any such Person a "Sanctioned Person") in violation of applicable Law.

(e) No Seller or Subsidiary of a Seller or any of their respective directors, officers, employees, shareholders, or, to the Knowledge of Seller, other Persons acting on their behalf is (i) a Sanctioned Person; or (ii) located, organized, or resident in a Sanctioned Jurisdiction.

(f) During the past three (3) years, each Seller and Subsidiary of a Seller has been and is in compliance in all material respects with all applicable Anti-Corruption Laws, and no Seller or Subsidiary of a Seller or any of their respective directors, officers, employees, or, to the Knowledge of Sellers, any other Person acting on their behalf has violated any Anti-Corruption Law. Without limiting the foregoing, during the past three (3) years, no Seller or Subsidiary of a Seller, or any of their respective directors, officers, employees, or, to the Knowledge of Seller, any other Person acting on their behalf has paid, offered, promised, or authorized the payment of money or anything of value, directly or indirectly, to any Government Official, any political party, or any other Person for the purpose of influencing any act or decision or to secure any improper advantage in violation of Anti-Corruption Laws.

(g) During the past three (3) years, no Seller or Subsidiary of a Seller or any of their respective directors, officers, employees, or, to the Knowledge of Sellers, any other Person acting on their behalf has received from any Governmental Body or any other Person any written notice of any violation, alleged violation, or any suspected violation of any Anti-Corruption Law or International Trade Law, or conducted any internal investigation with respect to, or made any voluntary or involuntary disclosure to a Governmental Body concerning, any actual, suspected, or alleged violation of any Anti-Corruption Law or International Trade Law.

(h) Except as set forth in Schedule 3.8(h), all material reports or other filings required to be filed by or with respect to any Acquired Asset or Assumed Liabilities, and each Acquired Entity, relating to escheat or any abandoned or unclaimed property have been timely filed in compliance with applicable Law in all material respects. Each Seller, and each Subsidiary

of any Seller have complied in all material respects with all applicable escheat or abandoned or unclaimed property Laws.

3.9 Title to Properties; Sufficiency of Tangible Assets.

(a) Owned Real Property. Schedule 3.9(a) sets forth a true, complete and correct list of all Owned Real Property. The Sellers have a valid leasehold or sublease interest in each Leased Real Property. The Sellers and their Subsidiaries have good, valid and marketable title to the Owned Real Property, subject only to Permitted Encumbrances. With respect to the Owned Real Property: (i) except as set forth on Schedule 3.9(a), none of the Sellers or their Subsidiaries has leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, which lease or grant remains in effect; and (ii) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(b) Leased Real Property. Schedule 3.9(b) sets forth the address of each Leased Real Property, and a true, complete and correct list of all Leases for each such Leased Real Property. The Sellers have made available to the Purchaser or the Purchaser's Advisors true, complete and correct copies of the Leases. Except as set forth on Schedule 3.9(b), with respect to each of the Leases: (i) subject of entry of the Confirmation Order (as to the applicable Seller), such Lease is legal, valid, binding, enforceable and in full force and effect, subject to the Enforceability Exceptions; (ii) to the Knowledge of Seller, there are no existing material disputes with respect to such Lease; (iii) except as a result of the commencement of the Bankruptcy Cases, none of Sellers, the Subsidiaries of the Sellers or, to the Knowledge of Seller, any other party to the Lease is in material breach or default under such Lease, and no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a material breach or default by any Seller, any Subsidiary of a Seller or, to the Knowledge of Seller, any other party to the Lease, or permit the termination, material modification or acceleration of rent under such Lease; (iv) neither the Sellers nor any of their Subsidiaries have subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof which sublease, license or grant remains in effect, except pursuant to co-location Contracts with customers; (v) the applicable Seller or Subsidiary of a Seller has good and valid leasehold title to the property demised thereby, subject only to Permitted Encumbrances and (vi) none of Sellers, the Subsidiaries of the Sellers or any other prior tenant under any Lease has granted any option, right of first offer or right of first refusal to purchase any rights of the tenant under such Lease;

(c) No Seller or Subsidiary thereof has received written notice from any Governmental Body regarding pending or threatened condemnation or eminent domain proceedings or their local equivalent affecting or relating to any Owned Real Property or Leased Real Property. No Seller or Subsidiary thereof is in material breach or default under any Permitted Encumbrance in respect of any Owned Real Property or Leased Real Property.

(d) Subject to requisite Bankruptcy Court or CCAA Court approvals as described in this Agreement, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs by the Sellers) and except as a result of the commencement of the Bankruptcy Cases, the Sellers and their Subsidiaries own good title to, or hold a valid leasehold interest in, all of the material tangible

property necessary in the conduct of their businesses as now conducted, free and clear of all Encumbrances, except for Permitted Encumbrances, other than any failure to own or hold such tangible property that is not material to the Acquired Entities or the Acquired Assets and the Assumed Liabilities, taken as a whole.

(e) All tangible assets of the Seller and their Subsidiaries are (i) in good working order and condition, ordinary wear and tear excepted, (ii) have been reasonably maintained, (iii) are suitable for the uses for which they are being utilized in the businesses conducted by the Sellers and their Subsidiaries, subject to replacement in accordance with Sellers' modernization plan, a copy of which has been made available to Purchaser, and (iv) comply in all material respects with all requirements under any Laws and any licenses which govern the use and operation thereof. The Acquired Assets include all the tangible properties and tangible, assets reasonably necessary, and are sufficient in all material respects, for the conduct of the businesses of the Sellers and their Subsidiaries as currently conducted, taking into account that Purchaser is not acquiring the Excluded Assets.

3.10 Material Contracts.

(a) Schedule 3.10 sets forth a list of each Material Contract, as of the date of this Agreement, including the applicable Seller or Subsidiary thereof who is a party thereto. For purposes of this Agreement, "Material Contract" means any Contract to which the Sellers or their Subsidiaries are party or by which a Seller or Subsidiary of a Seller is bound in connection with any of the Acquired Assets, in all cases other than any Employee Benefit Plan, that:

(i) is or would be required to be filed as an exhibit to CTI's Annual Report on Form 10-K pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act; provided that any such Contracts that are so filed are not required to be set forth on Schedule 3.10 but shall nonetheless constitute "Material Contracts";

(ii) relates to the formation, creation, governance, economics, or control of any joint venture, partnership or other similar arrangement;

(iii) (x) provides for Indebtedness for borrowed money of the Sellers or the Acquired Entities having an outstanding or committed amount in excess of \$1,000,000, other than letters of credit and Indebtedness that constitutes Excluded Liabilities or (y) grants an Encumbrance (other than Permitted Encumbrances and Encumbrances to be removed by operation of the Confirmation Order) on all or any part of the assets of an Acquired Entity;

(iv) relates to the acquisition or disposition of any business, assets or properties (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of \$2,500,000 pursuant to which any earn-out, indemnification or deferred or contingent payment obligations remain outstanding that would reasonably be expected to involve payments by or to the Sellers or the Acquired Entities of more than \$1,000,000 after the date hereof (in each case, excluding for the avoidance of doubt, acquisitions or dispositions of Equipment in the Ordinary Course, or

of Equipment that is obsolete, worn out, surplus or no longer used or useful in the conduct of the business of the Sellers and their Subsidiaries);

(v) is a Contract pursuant to which a Seller or any Subsidiary of a Seller is required to make or is entitled to receive (or would reasonably be expected to make or receive) payments on an annual basis in excess of \$3,500,000 in the aggregate, other than Contracts with Material Customers (which are the subject of Section 3.10(a)(vi));

(vi) is a Contract with a Material Customer or a Material Supplier or listed on Schedule 3.19;

(vii) contains any provision (A) limiting, in any material respect, the right of the Sellers or their Subsidiaries to engage in any business or compete with any Person, or operate anywhere in the world, (B) granting any exclusivity right to any third party or containing a “most favored nation” provision in favor of any third party, (C) containing any option, right of first refusal or preferential or similar right in favor of any third party or (D) that is a “take or pay” or similar provision requiring the business to make a minimum payment for goods or services from third party suppliers irrespective of usage;

(viii) is a Contract with a Governmental Body;

(ix) is a Contract that requires future capital expenditures in excess of \$1,000,000;

(x) is a Contract under which a Seller or any Subsidiary of a Seller is (A) lessee of or holds or operates any personal property, owned by any other party, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$1,000,000, or (B) lessor of or permits any third party to hold or operate any personal property owned or controlled by a Seller or any Subsidiary of a Seller;

(xi) is a Contract the primary purpose of which the indemnification or holding harmless of any Person, other than those entered into in the Ordinary Course;

(xii) is a Contract relating to any swap, forward, futures, warrant, option or other derivative transaction;

(xiii) is a (A) letter of credit or surety agreement or (B) other similar undertaking or guarantee with respect to contractual performance of a third party;

(xiv) is a Contract pursuant to which a Seller or any of its Subsidiaries (A) receives a license to, or covenant not to be sued under, any Intellectual Property (other than (1) any license for commercial off-the-shelf Software costing or having an annual fee of less than \$100,000, (2) Contracts relating to free or Open Source Software, and (3) Contracts primarily for the provision of services where the granting or obtaining any non-exclusive right to use any Intellectual Property is ancillary or incidental to the transactions contemplated in such Contract) (“Inbound IP Licenses”) or (B) grants a license to, or covenant not to sue under, any Owned Intellectual Property (other than any non-exclusive licenses of Intellectual Property granted in the Ordinary Course); or

(xv) is a written or oral commitment or agreement to enter into any of the foregoing.

(b) Schedule 3.10(b) sets forth a list of each material Contract to which UK Seller (solely at the “LHR1” data center), Germany Seller, or Singapore Seller is a party, as of the date of this Agreement (organized by such Acquired Entity on the Schedule), each of which will be a “Material Contract” hereunder.

(c) Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction by the Sellers of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases or CCAA Proceedings and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Material Contract is valid and binding on the Seller or Subsidiary of a Seller that is a party thereto, as applicable, and, to the Knowledge of Sellers, each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions, (B) the applicable Seller or Subsidiary of a Seller, and, to the Knowledge of Sellers, any other party thereto, have performed all obligations required to be performed by it under each Material Contract, (C) the Sellers and their Subsidiaries have received no written notice of the existence of any breach or default on the part of any Seller or Subsidiary of a Seller under any Material Contract, (D) there are no events or conditions which constitute, or, after notice or lapse of time or both, will constitute a default on the part of a Seller or Subsidiary of a Seller, or to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers and their Subsidiaries have not received any notice from any Person that such Person intends to terminate, not renew, breach or materially amend the terms of any Material Contract, except in each case of clauses (A) through (E), as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Entities or the Acquired Assets and the Assumed Liabilities, taken as a whole. True, complete and correct copies of all Material Contracts (together with all modifications, schedules or supplements thereto) have been made available to Purchaser by the Sellers prior to the date hereof.

3.11 Intellectual Property.

(a) Schedule 3.11(a)(i) sets forth a true, complete and correct list (including the owner and jurisdiction) of all issued patents, trademark and service mark registrations, copyright registrations, and domain name registrations and pending patent, trademark and service mark applications included in the Owned Intellectual Property (“Registered Intellectual Property”) and Schedule 3.11(a)(ii) sets forth a true, complete and correct list of all material proprietary Software included in the Owned Intellectual Property.

(b) A Seller or one of its Subsidiaries solely and exclusively owns, free and clear of all Encumbrances other than Permitted Encumbrances, the Owned Intellectual Property. To the Knowledge of Seller, each item of Registered Intellectual Property is subsisting, valid and enforceable.

(c) The Owned Intellectual Property and the Intellectual Property licensed pursuant to the Inbound IP Licenses constitute all Intellectual Property reasonably necessary for

the conduct of the business of the Seller and their Subsidiaries as currently conducted, and the Purchaser will own or have a valid and enforceable license to all Intellectual Property reasonably necessary for the conduct of such business following the Closing in the same manner it was conducted as of the Closing.

(d) The consummation of the Transactions will not alter, encumber, impair or extinguish any Owned Intellectual Property and no Contract to which the Sellers or their Subsidiaries are party or by which a Seller or a Subsidiary of a Seller is bound in connection with the Acquired Assets would, upon Closing, grant or purport to grant to any Person any license, covenant not to sue, or other rights related to the Owned Intellectual Property (other than the Acquired Entities).

(e) The conduct of the business of the Sellers and their Subsidiaries as currently conducted does not infringe upon, misappropriate or otherwise violate and, in the three (3) years preceding the date hereof has not infringed upon, misappropriated or otherwise violated, the Intellectual Property rights of any Person. No claim or litigation regarding any of the foregoing or challenging the legality, validity, enforceability, use or ownership of any Owned Intellectual Property is pending or threatened in writing and, to the Knowledge of Seller, no Person is infringing upon, misappropriating or otherwise violating the Owned Intellectual Property.

(f) Each Seller and each Subsidiary of a Seller have taken commercially reasonable actions to maintain, enforce and protect the Owned Intellectual Property, including protecting the confidentiality of all Owned Intellectual Property the value of which is contingent upon maintaining the confidentiality thereof. Each current and former employee and contractor of the Sellers and their Subsidiaries who developed, invented or contributed to any Owned Intellectual Property has executed a written agreement assigning all rights in and to such Owned Intellectual Property to a Seller or its Subsidiaries, except where such rights automatically vested in Seller or one of its Subsidiaries by operation of law.

(g) The manner in which any Open Source Software is incorporated into, linked to or called by, or otherwise combined or distributed with any Owned Intellectual Property does not, according to the terms of the license applicable to such Open Source Software, obligate any Seller or its Subsidiaries to: (i) disclose, make available, offer or deliver all or any portion of any source code of any such software product or service or any component thereof to any third party, other than the applicable Open Source Software, or (ii) create obligations to grant, or purport to grant, to any third party any rights or immunities under any Owned Intellectual Property (including any agreement not to assert patents), or impose any present economic limitations on any commercial exploitation thereof. None of the Sellers or their Subsidiaries has any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code of any Owned Intellectual Property to any escrow agent or other Person.

(h) No (i) government funding or (ii) facilities of a university, college, other education institution or research center was used in the development of the Owned Intellectual Property.

3.12 Information Technology and Data Matters.

(a) The Company Systems are in good working order and operate and perform in a manner that permits the operation of the business of the Sellers and their Subsidiaries as currently conducted in all material respects. Within the three (3) years preceding the date hereof, the Sellers and their Subsidiaries have used commercially reasonable efforts to protect the confidentiality, integrity and security of the Company Systems and to prevent any theft, corruption, loss or unauthorized use, access, interruption, or modification of such Company Systems. Within the three (3) years preceding the date hereof, there has been no outage, substandard performance, theft, corruption, loss or unauthorized use, access, interruption or modification of the Company Systems that has caused any disruption in or to the Sellers' and their Subsidiaries' business and that has not been remediated in all material respects.

(b) Sellers (i) maintain, and for the past three (3) years have maintained, commercially reasonable appropriate policies, procedures and rules regarding data privacy, protection and security consistent with all applicable Privacy Laws (the "Privacy Policies"), and (ii) have, for the past three (3) years preceding the date hereof, complied, and are currently in compliance with, all Privacy Laws, the Privacy Policies, and the terms of all Contracts concerning the Processing of Personal Information, in each case of (i) and (ii) except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole. Within the three (3) years preceding the date hereof, no Seller or any Subsidiary of a Seller has experienced any material incident in which Personal Information was exfiltrated, compromised, stolen or accessed in an unauthorized manner that required notification to affected individuals under Privacy Laws.

(c) The execution, delivery and performance of this Agreement and the purchase of the Acquired Assets and Acquired Entities will not violate any Privacy Laws, and immediately following the Closing, Purchaser will continue to have the right to use Personal Information used by the Sellers in connection with the Acquired Assets and Acquired Entities on the same terms and conditions as the Sellers and their Subsidiaries enjoyed immediately prior to the Closing.

(d) No Seller, nor any Subsidiary of any Seller, has for the past three (3) years received any (i) written notices from any Governmental Body alleging non-compliance with applicable Privacy Laws, (ii) written complaints from any person, alleging that Sellers' Processing of Personal Information is in violation in any material respect of applicable Privacy Laws, or (iii) written notices of any claims or legal actions brought by, or on behalf of, any person in respect of any actual or alleged breach by any Seller of applicable Privacy Laws.

3.13 Tax Matters. Except as set forth on Schedule 3.13:

(a) All income and other material Tax Returns required to be filed by or with respect to (i) any of the Acquired Assets or Assumed Liabilities or (ii) any Acquired Entity have, in each case, been timely and properly filed with the appropriate Taxing Authorities (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects. All material amounts of Taxes due from, or with respect to, (i) any of the Acquired Assets

or Assumed Liabilities or(ii) any Acquired Entity, whether or not shown on any Tax Return, have, in each case, been timely paid in full, except for Taxes being contested in good faith by appropriate proceedings that have been adequately reserved for by Sellers in accordance with GAAP.

(b) Each Seller, and each Subsidiary of any Seller, has duly and timely withheld from employee salaries, wages, and other compensation and have paid over to the appropriate Taxing Authorities all material amounts required to be so withheld and paid over for all periods under all applicable Laws.

(c) There are no Encumbrances for Taxes on any of the Acquired Assets or any of the assets of any of the Acquired Entities, other than Permitted Encumbrances.

(d) No Seller, or Subsidiary of any Seller, has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to an assessment or deficiency for income or a material amount of other Taxes (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course).

(e) All material deficiencies asserted or assessments made by the IRS or any other Taxing Authority (i) with respect to the Acquired Entities and (ii) with respect to the Acquired Assets or Assumed Liabilities, have, in each case, been fully and timely paid, settled or withdrawn, and, to the Knowledge of Sellers, there are no other audits, investigations, disputes, notices of deficiency or other Actions or proceedings by any Taxing Authority pending or threatened in writing with respect to (i) the Acquired Entities or (ii) the Acquired Assets or Assumed Liabilities.

(f) The Acquired Entities have withheld all material amounts of Taxes as are required to be withheld under applicable Law and has timely paid or remitted all such Taxes to the appropriate Governmental Body.

(g) No written notice has been received from any Governmental Body in a jurisdiction in which any Acquired Entity does not currently file a given type of Tax Return that such Acquired Entity is or may be subject any such Tax or is or may be required to file that type of Tax Return in such jurisdiction.

(h) Cyxtera Communications Canada, ULC, and Cyxtera Canada TRS, ULC are residents of Canada for the purposes of the ITA, and no other Seller is disposing of “taxable Canadian property” within the meaning of the ITA pursuant to this Agreement.

(i) Each Acquired Entity has been resident at all times since its incorporation solely in the jurisdiction of its incorporation and does not have a permanent establishment in, and is not and has never been treated for any Tax purpose as resident (or dual-resident) in, any other jurisdiction(s).

(j) Each Acquired Entity has complied in all material respects with all Laws relevant to VAT and GST/HST and, in each case, has made and obtained correct and up to date records and invoices and other documents appropriate or requisite for the purposes of all such Laws.

(k) Neither Purchaser nor any Acquired Entity will be required to include any material item of income in, or exclude any material deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of Tax accounting or use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (ii) “closing agreements” (as described in Section 7121 of the Tax Code or any corresponding provision of state, local or foreign Tax Law) executed prior to the Closing Date; (iii) prepaid amounts or other deferred revenue items arising on or prior to the Closing Date outside the ordinary course of business; or (iv) any installment sale or open transaction disposition made on or prior to the Closing Date.

(l) The U.S. federal income Tax classification of each of the Acquired Entities is as set forth on Schedule 3.13(l).

The representations and warranties contained in Section 3.6, this Section 3.13 and Section 3.16 are the only representations and warranties being made with respect to Tax matters of Sellers or any of their Subsidiaries, and nothing in this Section 3.13 or otherwise in the Agreement shall be construed as a representation or warranty with respect to the amount, availability or usability of any net operating loss, capital loss, Tax basis or other income Tax asset or attribute of any Acquired Entity, Acquired Asset or Assumed Liability in any post-Closing taxable period.

3.14 Environmental Matters. Except as set forth on Schedule 3.14 or, as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect, (a) Seller and its Subsidiaries are in compliance in all respects with all applicable Environmental Laws, which compliance includes possessing and complying with all Permits required by applicable Environmental Laws, (b) within the three (3) years preceding the date hereof Seller and its Subsidiaries have not received any written notice, and there are no Actions pending or, to the Knowledge of Seller, threatened in writing against Seller or any Subsidiary, regarding any violation or Liability pursuant to Environmental Laws, (c) to the Knowledge of Seller, there have been no releases of any Hazardous Material at the Leased Real Property or at Owned Real Property in a manner that requires remediation under Environmental Laws, (d) Sellers have furnished to Purchaser all material environmental site assessment reports prepared in the last three (3) years relating to the Leased Real Property or Owned Real Property that are in their possession and (e) the contemplated Transactions do not require any filing with a Governmental Body pursuant to the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K *et seq.*

3.15 Labor and Employment. Except as set forth on Schedule 3.15:

(a) Sellers are in compliance with all applicable Laws respecting employment practices and labor, including those related to wages and hours, vacation pay, collective bargaining, unemployment insurance, workers’ compensation, language, immigration, harassment and discrimination, disability rights and benefits, human rights, affirmative action, accessibility, pay equity, and employee layoffs, except where the failure to be in compliance would not reasonably be expected to result in material Assumed Liability.

(b) There is no Action pending or, to the Knowledge of Seller, threatened in writing against any Seller or Subsidiary of a Seller alleging a violation of any labor or employment Law brought by any current employee of a Seller or a Subsidiary of a Seller that is before any

Governmental Body, except for such Actions (or threatened Actions) that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to result in material Assumed Liability.

(c) Neither the Sellers nor any of their Subsidiaries are party to any collective bargaining agreement and, to the Knowledge of Seller, no employees of a Seller or a Subsidiary of a Seller are represented by any labor union with respect to their employment with the Seller or its Subsidiaries.

(d) To the Knowledge of Seller, no union organizing or decertification activities are underway, pending or threatened in writing with respect to any Business Employees.

(e) There is not presently pending, any material labor strike, slow-down, or work stoppage against the Sellers or any of their Subsidiaries.

(f) As of the date hereof, no collective bargaining agreement is currently being negotiated by the Sellers or any of their Subsidiaries.

(g) Schedule 3.15(g), sets forth, as of the date hereof, a list of each Business Employee indicating each employee's: (i) name or identification number; (ii) hire date; (iii) active or inactive status; (iv) title; (v) full time, part time or temporary status; (vi) work location; (vii) overtime exempt classification under applicable Laws; (viii) hourly rate of pay or base annual salary; (ix) bonus or commission potential; (x) employer and (xi) Employee Benefit Plan participation.

(h) The Sellers and their Subsidiaries are and during the past three (3) years have been in compliance with the WARN Act and have no material unsatisfied liabilities thereunder. Sellers have reasonably investigated all sexual harassment allegations of, or against any current and former Business Employees the past three (3) years. With respect to each such allegation with potential merit, Sellers have taken prompt corrective action that is reasonably calculated to prevent further discrimination and harassment and the Sellers do not reasonably expect to incur any material Assumed Liability with respect to any such allegations.

3.16 Employee Benefit Plans.

(a) Schedule 3.16(a) sets forth a true, complete and correct list of each material Employee Benefit Plan. For purposes of this Agreement, an "Employee Benefit Plan" means each employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and each other plan, program, policy, practice, agreement or arrangement (whether written or unwritten, registered or unregistered, funded or unfunded, insured or uninsured), including any deferred compensation, bonus or incentive compensation, equity or equity based compensation, pension, supplemental pension, retirement savings, retiree or post-employment benefits, health and welfare (including medical, drug, vision, dental, accidental death and dismemberment, critical illness, disability or life insurance coverage), severance or termination payment, retention payment, separation, change-of-control payment, fringe benefit (including employee assistance, employee loan, education assistance, vehicle, housing or other allowance or employee mortgage insurance) or similar benefit or compensation plan, program, policy, practice, agreement or arrangement, in each case, (i) that is maintained,

sponsored, administered or contributed or required to by Sellers or any of their respective Subsidiaries for employees or former employees of Sellers or any of their respective Subsidiaries, or (ii) with respect to which Sellers or any of their respective Subsidiaries has any current or contingent liability, but excluding any statutory plans that the Sellers or any of their respective Subsidiaries is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation.

(b) With respect to each material Employee Benefit Plan, the Seller has made available to Purchaser, copies of, to the extent applicable, (i) the plan documents and related summaries and each trust, insurance, annuity or other funding Contract related thereto, (ii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, (iii) copies of material notices, letters or other non-routine correspondence from any Governmental Body within the last year, and (iv) all other material documentation pursuant to which such Employee Benefit Plan is currently administered or funded, including the use of the funds held under such Employee Benefit Plan.

(c) None of the Sellers, any of their respective Subsidiaries or, to the Knowledge of Seller, any other Person has engaged in a prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Tax Code, with respect to any Employee Benefit Plan that would result in material Assumed Liability.

(d) Neither the execution and delivery of this Agreement nor the consummation of any of the other Transactions, either alone or together with another event, will (A) result in any payment (including severance, unemployment compensation, golden parachute, bonuses, change-in-control, retention, forgiveness of Indebtedness or otherwise) becoming due under any Employee Benefit Plan, whether or not such payment is contingent, (B) increase any benefits or compensation otherwise payable under any Employee Benefit Plan or other arrangement, (C) result in the acceleration of the time of payment, vesting or funding of any benefits or compensation, or (D) would result in the payment of any “excess parachute payments” within the meaning of Section 280G of the Tax Code. Neither the Seller nor any of its Affiliates has any obligation to gross up any current or former employee or individual service provider for any Taxes under Sections 409A or 4999 of the Tax Code.

(e) Each Employee Benefit Plan intended to qualify for Tax-preferred or Tax-exempt status (including under Section 401(a) of the Tax Code and the ITA) meets such requirements in all material respects (and, if applicable, has received a favorable determination letter, or is the subject of a favorable opinion letter, from the IRS as to its qualified status under the Tax Code) and, to the Knowledge of Seller, no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Employee Benefit Plan. With respect to each Employee Benefit Plan, all contributions, distributions, reimbursements and premium payments that are due have been made. Neither Sellers nor any of their respective Subsidiaries has any obligation to provide any retiree or post-employment health or welfare benefits to any Person, except for continuation of health coverage under COBRA. The Sellers and their respective Subsidiaries have complied, and are in compliance with, the requirements of Section 4980B of the Tax Code, except as would not, individually or in the aggregate, be reasonably expected to result in a material Assumed Liability.

(f) Except as would not, individually or in the aggregate, be reasonably expected to result in material Assumed Liability:

(i) Each Employee Benefit Plan has been maintained, funded, operated, and administered in compliance with its terms and the requirements of any applicable Law, including ERISA and the Tax Code, and including with respect to the proper inclusion or exclusion of employees as participants in such Employee Benefit Plan; no breach of fiduciary duty (as determined under ERISA or common law) by the Sellers, or, to the Knowledge of Seller, any other Person has occurred with respect to any Employee Benefit Plan; neither Sellers nor any of their respective Subsidiaries have any current or contingent liability under or relating to any “pension plan” (as defined in Section 3(2) of ERISA) subject to Section 412 of the Tax Code or Title IV or Section 302 of ERISA; neither Sellers nor any of their respective Subsidiaries contribute to, have any obligation to contribute to, or have any current or contingent liability under or with respect to any “multiemployer plan” (as defined in Section 3(37) of ERISA); and no Employee Benefit Plan is (i) subject to provincial or federal pension standards legislation in Canada, (ii) a “retirement compensation arrangement” (as such term is defined in subsection 248(1) of the ITA), (iii) is a “salary deferral arrangement” (as such term is defined in subsection 248(1) of ITA), (iv) an “employee life and health trust” (as such term is defined in subsection 248(1) of the ITA); or, (v) a “health and welfare trust” (within the meaning of Canada Revenue Agency Income Tax Folio S2-F1-C1).

(ii) There is no pending or, to the Knowledge of Seller, threatened Action relating to any Employee Benefit Plan, and, to the Knowledge of the Seller, no circumstances exist that would reasonably be expected to lead to a claim or Action.

(iii) To the Knowledge of Seller, no Business Employee has been improperly included in or excluded from any Employee Benefit Plan.

3.17 Customers and Suppliers.

(a) Schedule 3.17(a) contains a complete and accurate list of the ten (10) largest customers of the Sellers and their Subsidiaries, taken as a whole (measured by aggregate billings) during the period from the end of the second fiscal quarter of fiscal year 2022 through the third fiscal quarter of fiscal year 2023 (the “Material Customers”). Except as disclosed in Schedule 3.17(a), since the date of the Latest Balance Sheet, (i) no Material Customer has materially reduced, cancelled or terminated (except for expiration of Contracts pursuant to their terms) its business relationship with any Seller or Subsidiary of a Seller, as applicable, or has notified Seller or such Subsidiary, as applicable, in writing, or to the Knowledge of Seller, orally, of any intent to do so and (ii) there has been no material dispute or controversy or, to the Knowledge of Seller, threatened material dispute or controversy, between any Seller or Subsidiary of a Seller, on one hand, and any Material Customer, on the other hand.

(b) Schedule 3.17(b) contains a complete and accurate list of the ten (10) largest suppliers from which the Sellers and their Subsidiaries, taken as a whole purchased materials, supplies, services or other goods (measured by dollar volume of purchases from such suppliers) during the twelve (12) months ended May 16, 2023 (such suppliers collectively referred to as

“Material Suppliers”), and the amount for which each such Material Supplier invoiced the Sellers and their Subsidiaries during such period. Since the Latest Balance Sheet, no Material Supplier has materially increased the pricing, or adversely altered other terms of its business with the Sellers and their Subsidiaries, or, to the Knowledge of Sellers, indicated an intention to terminate, cancel, materially reduce the volume, materially reduce its business, materially increase its pricing, or adversely alter other terms of its business with any of the Sellers or their Subsidiaries.

3.18 Insurance. Schedule 3.18 sets forth a description of policies of fire and casualty, general liability, director and officer liability, and all other forms of material insurance maintained by or on behalf of the Sellers and their Subsidiaries (the “Business Insurance Policies”), including with respect to each such policy the first named insured, the policy/bond number, the insurer(s), the material limits, the deductibles and the term thereof. All such Business Insurance Policies (i) collectively provide reasonably adequate coverage against all risks customarily insured against by companies in similar lines of business as the Sellers and their Subsidiaries and (ii) are in full force and effect. All premiums past due have been paid and no outstanding notice of default, cancellation, modification or termination has been received by or on behalf of the Sellers or any of their Subsidiaries with respect to any such Business Insurance Policies (except notices in connection with scheduled renewals) and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default by any insured thereunder. There have been no material claims by the Sellers or any of their Subsidiaries under any such policy as to which coverage has been denied or disputed by the underwriters of such policy. Prior to the date hereof, the Sellers have made available to Purchaser true, complete and correct (a) loss-runs for the last three (3) years in respect of the Sellers and their Subsidiaries, including the remaining deductible and retention amounts and coverage limits, under the Business Insurance Policies and (b) copies of the Business Insurance Policies.

3.19 Transactions with Related Parties. Except for any other Contract entered into by the Seller Parties in connection with the Bankruptcy Cases, in connection with employee compensation or employee arrangements in the Ordinary Course (including participation in Employee Benefit Plans) or as set forth in Schedule 3.19, there are no Contracts, ongoing transactions or business relationships involving payments, Liabilities, or assets, in each case, having value in excess of \$120,000, between a Seller or any of its Subsidiaries, on the one hand, and any current or former executive officer, director, employee or Affiliate of a Seller or any of its Subsidiaries, or any member of the immediate family of any such officer, director, employee or Affiliate, on the other hand.

3.20 Brokers. Except for Guggenheim Securities, LLC (“Guggenheim Securities”) or as set forth on Schedule 3.20, the fees and expenses of which will be borne solely by the Sellers, no broker, finder, investment banker, financial advisor or other Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of a Seller or any of its Subsidiaries.

3.21 Letters of Credit, Surety Bonds. Schedule 3.21 sets forth a true, complete and correct list of all letters of credit, surety bonds, and similar obligations of the Sellers and their Subsidiaries. As of the date hereof, no draw or request for payment or reimbursement has been made with respect to any letter of credit, surety bond, or similar obligation.

3.22 Critical Technologies. No Acquired Entity produces, designs, tests, manufactures, fabricates, or develops any critical technologies as that term is defined in 31 C.F.R. § 800.215.

3.23 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or in the certificate delivered pursuant to Section 2.4(l) (the “Express Representations”) (it being understood that Purchaser has relied only on such Express Representations and warranties), Purchaser acknowledges and agrees that no Seller nor any other Person on behalf of any Seller makes, and neither Purchaser has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, any Subsidiary of a Seller, the Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, Projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Guggenheim Securities or AlixPartners) (the “Information Presentation”) or in that certain “Project Cadillac” datasite administered by Venue (the “Dataroom”) or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Sellers or any of their Affiliates or Advisors. Without limiting the foregoing, no Seller nor any of its Advisors or any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including the Information Presentation, the Projections, any information, statements, disclosures, documents, Projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise in expectation of the Transactions or any discussions with respect to any of the foregoing information. Notwithstanding the foregoing, nothing in this Agreement shall limit any claim for Fraud.

3.24 No Outside Reliance. Notwithstanding anything contained in this Article III or any other provision of this Agreement to the contrary, each of the Sellers acknowledges and agrees, on its own behalf and on behalf of its Subsidiaries, that the representations and warranties expressly contained in Article IV (as qualified in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or in the officer’s certificate delivered by Purchaser pursuant to Section 2.5(k) are the sole and exclusive representations, warranties and statements of any kind made to the Sellers and on which the Sellers may rely in connection with the Transactions.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows.

4.1 Organization and Qualification. Purchaser is an entity duly formed or organized (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its formation or organization (as applicable) and has all requisite organizational power and authority necessary to own or lease its assets and properties and to operate its business as it is now being conducted, except (other than with respect to Purchaser’s due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse

effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) under the Laws of each jurisdiction in which the nature of its business or the character or location of the properties owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Transactions.

4.2 Authorization of Agreement. Purchaser has all necessary organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (i) the Confirmation Order, and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained (each as described in this Agreement), (ii) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), (iii) the requirements of the HSR Act are complied with, and (iv) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution and delivery by Purchaser of this Agreement, the consummation by Purchaser of the Transactions, and the performance and compliance by Purchaser with any of the terms or provisions hereof, do not and will not (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (B) through (D), as would not, individually or in the aggregate, reasonably be expected to materially affect the ability of the Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, Permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the Transactions, except (i) any filings

required to be made under the HSR Act, (ii) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, or (iii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

4.4 Financing.

(a) As of the date of this Agreement, Purchaser has received and accepted, and delivered to CTI a true, complete and correct copy of, an executed equity commitment letter dated as of the date hereof, among Purchaser and the other respective parties thereto (the “Investors”) (together with all annexes, schedules and exhibits thereto, the “Equity Commitment Letter”) relating to the commitment to provide Purchaser the amount of equity financing set forth therein (the “Equity Financing”).

(b) As of the date of this Agreement, except as set forth in the Equity Commitment Letter, there are no conditions precedent to the obligations of the Investors to provide the Equity Financing or any contingencies that would permit the Investors to reduce the total amount of the Equity Financing below the Required Amount (as defined below). Subject to the satisfaction of the conditions set forth in Sections 7.1 and 7.2, as of the date of this Agreement, Purchaser does not have any reason to believe that it will be unable to satisfy on a timely basis any term or condition to Closing to be satisfied by it in the Equity Commitment Letter or that sufficient funds in an aggregate amount necessary to pay the Required Amount will not be made available to Purchaser, on the Closing Date.

(c) As of the date of this Agreement, the Equity Financing, to the extent funded in accordance with the Equity Commitment Letter, shall provide Purchaser with immediately available cash on the Closing Date, sufficient to pay the Closing Date Payment, and all related expenses required to be paid by Purchaser hereunder (the Closing Date Payment, and all such related expenses, the “Required Amount”).

(d) As of the date of this Agreement, the Equity Commitment Letter is the legal, valid, binding and enforceable obligation of Purchaser and, each other party thereto, subject in each case to the Enforceability Exceptions, and is in full force and effect. As of the date of this Agreement, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a material default or breach or failure to satisfy a condition precedent on the part of Purchaser under the terms and conditions of such Equity Commitment Letter. As of the date of this Agreement, the Equity Commitment Letter has not been withdrawn, rescinded or terminated or otherwise amended or modified in any respect that would be material and adverse to the Sellers, and no such amendment or modification is contemplated. As of the date of this Agreement, no counterparty to the Equity Commitment Letter has notified Purchaser of its intention to terminate the Equity Commitment Letter or not to provide such Equity Financing.

(e) Purchaser expressly acknowledges and agrees that the receipt or availability of any funds or financing (including, for the avoidance of doubt, the Equity Financing) by Purchaser is not a condition to Closing or any of Purchaser’s obligations hereunder.

4.5 Security Law Matters. Purchaser is acquiring the capital stock or other Equity Interests of the Acquired Entities for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchaser is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act.

4.6 Brokers. Except for Moelis & Company LLC, all of whose fees and expenses will be borne solely by Purchaser, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that is entitled to any fee or commission in connection with the Transactions.

4.7 No Litigation. There are no Actions pending or, to Purchaser’s knowledge, threatened against or affecting Purchaser that will or would be reasonably likely to materially and adversely affect Purchaser’s performance of its obligations under this Agreement or the consummation of the Transactions.

4.8 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, any member of the management of Seller or its board of directors (or applicable governing body of any Affiliate of Seller), any holder of equity or debt securities of Seller, or any lender of Seller or any Affiliate of Seller (and expressly excluding any landlords under Leases), in each case, in its capacity as such, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

4.9 Solvency. Assuming that the representations and warranties of the Sellers contained in this Agreement are true and correct in all respects as of the Closing and Sellers comply with all of their covenants and agreements hereunder, Purchaser is, and immediately after giving effect to the Closing, Purchaser and the Acquired Entities, taken as a whole, will be, solvent and will: (a) be able to pay their debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay their debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on their business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser or any of the Acquired Entities. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.10 Investigation. Purchaser acknowledges, covenants and agrees that it is relying on its own independent investigation and analysis in entering into this Agreement and consummating the Transactions. Purchaser is knowledgeable about the industries in which the Acquired Entities operate and is capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time. Subject to Section 6.2, Purchaser has been afforded access to the books and records, facilities and personnel of the Acquired Entities for purposes of conducting a due diligence investigation and has conducted a due diligence investigation of the Acquired Entities. Notwithstanding the foregoing, nothing in this Agreement shall limit any claim for Fraud.

ARTICLE V BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) Sellers shall schedule a hearing on November 16, 2023, at 2:00 p.m., prevailing Eastern Time or such other date as may be scheduled by the Bankruptcy Court and mutually agreed to in writing by Sellers and Purchaser (email being sufficient) to obtain entry of the Confirmation Order.

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, Sellers shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Confirmation Order, including filing the Confirmation Brief.

(c) Sellers shall use reasonable best efforts to: (i) facilitate the solicitation, confirmation, and consummation of the Plan and the transactions contemplated hereby, (ii) obtain entry of the Confirmation Order, and (iii) consummate the Plan.

(d) Purchaser shall take such actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of Confirmation Order and any other Order that Purchaser reasonably determines is necessary in connection with the Transactions, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court for the purposes of, among other things, providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing; provided, however, that nothing in this Agreement shall require either Purchaser or its Affiliates to give testimony to or submit any pleading, affidavit or information to the Bankruptcy Court, the CCAA Court, or any Person that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court, the CCAA Court or its stakeholders.

(e) The Foreign Representative and Canadian Sellers shall promptly file with the CCAA Court an application in the CCAA Proceeding seeking the granting of the CCAA Orders within five (5) Business Days following approval of the Confirmation Order by the Bankruptcy Court.

(f) Each Party shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request, promptly furnishing the other with copies of notices or other communications received by a Seller from the Bankruptcy Court with respect to the Transactions.

(g) Sellers shall not voluntarily pursue or seek, or fail to use commercially reasonable efforts to oppose any third party in pursuing or seeking, a conversion of the Bankruptcy Cases to cases under Chapter 7 of the Bankruptcy Code, the appointment of a trustee under Chapter 11 or Chapter 7 of the Bankruptcy Code or the appointment of an examiner with expanded powers.

(h) Sellers shall cooperate with Purchaser concerning the Confirmation Order and any other Orders (whether of the Bankruptcy Court, CCAA Court or otherwise) relating to the Transactions and the bankruptcy or other insolvency proceedings in connection therewith. Sellers shall provide draft copies to Purchaser of all applications, pleadings, notices, proposed Orders and other documents (including the Confirmation Brief, Sale Election Notice and the Stalking Horse Notice) relating to this Agreement or the Transactions no less than three (3) days, or as soon as reasonably practicable thereafter, prior to the proposed filing date so as to permit Purchaser sufficient time to review and comment on such drafts, and with respect to all provisions of the foregoing that relate to the Purchaser, this Agreement or the Transactions, such applications, pleadings, notices and proposed Orders shall be in form and substance reasonably acceptable to Purchaser.

(i) Promptly upon execution of this Agreement but in any event, not later than the Sale Transaction Notice Deadline (as provided in the Disclosure Statement Order), the Sellers shall prepare and file a notice electing to pursue a Sale Transaction (the “Sale Election Notice”) in accordance with the provisions of the Order approving the Disclosure Statement [Docket No. 551] (as may be amended from time to time, the “Disclosure Statement Order”).

(j) Promptly upon execution of this Agreement but in any event, not more than two (2) Business Days thereafter, the Sellers shall prepare and file a notice and proposed form of order designating Purchaser as the Stalking Horse Bidder (as such term is defined in the Bidding Procedures Order) (together, the “Stalking Horse Notice”) in accordance with the Bidding Procedures Order, and which shall disclose the Expense Reimbursement and Breakup Fee.

(k) Promptly upon execution of this Agreement but in any event, not more than three (3) Business Days thereafter, the Sellers shall prepare and file (i) an amended Plan, in form and substance acceptable to the Purchaser (with respect to provisions that relate to or affect Purchaser, this Agreement, or the Transactions), incorporating the Transactions and the provisions necessary in the Plan to authorize and consummate the Transactions under the Plan, (ii) such amended notice and solicitation materials as the Sellers deem necessary, in consultation with Purchaser, to provide adequate notice to holders of claims against and interests in the Sellers or the Debtors’ estates.

(l) Not later than the Confirmation Brief and Confirmation Objection Reply Deadline (as provided in the Disclosure Statement Order), the Sellers shall file a memorandum seeking confirmation of and providing legal support for entry of the Confirmation Order and confirmation of the Plan (a “Confirmation Brief”).

(m) The Sellers agree that the Confirmation Order, Sale Election Notice and Stalking Horse Notice shall be in form and substance satisfactory to the Purchaser with respect to all provisions of the foregoing that relate to or affect Purchaser, this Agreement, or the Transactions, including any amendments thereto, whether before or after such documents and pleadings have been filed with or approved by the Bankruptcy Court.

(n) The Sellers agree that, as of the Sale Transaction Notice Deadline, the Auction has been closed, and the Sellers shall not solicit bids or alternative restructuring proposals, or ask the Bankruptcy Court to consider any such bids or alternative restructuring proposals.

5.2 Cure Costs. Subject to entry of the Confirmation Order and the effectiveness of the Plan, the Sellers shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5, on or prior to the date of such assignment), pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of sections 365 and 1123(b)(2) of the Bankruptcy Code and this Agreement. Sellers shall file such motions or pleadings, and provide such notices, as may be appropriate or necessary to assume and assign the Assigned Contracts and to determine the amount of any Cure Costs.

5.3 Approval. Sellers' obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Confirmation Order) and CCAA Court (including granting of the CCAA Orders). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful.

5.4 Avoidance Actions. The Plan shall provide that all Avoidance Actions shall be cancelled and extinguished on the Effective Date of the Plan and no Seller or any Affiliates thereof shall pursue or bring any claim or Action with respect to any Avoidance Action.

ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Conduct of the Business of Sellers.

(a) Except as (i) required by applicable Law, Order, or a Governmental Body, (ii) required or restricted by the terms of the DIP Facility (as defined in the Final DIP Order), (iii) expressly required by this Agreement, or (iv) set forth in Schedule 6.1(a), during the period from the date of this Agreement until the Closing Date or the earlier termination of this Agreement in accordance with Article VIII, each Seller shall, and shall cause each of its Subsidiaries to, (A) conduct its business in the Ordinary Course and (Y) use their respective commercially reasonable efforts to (1) preserve intact the present business operations, organization and goodwill of its business, (2) preserve and maintain satisfactory relationships with material licensors, licensees, contractors, distributors, consultants, vendors, suppliers and others having business relationships with the Sellers or any of their Subsidiaries in connection with the operation of its business, (3) keep available the services of its officers and employees in the Ordinary Course, (4) pay all of its undisputed post-petition obligations in the Ordinary Course and (5) continue to operate its business and Acquired Assets in all material respects in compliance with all Laws applicable to such business, the Sellers and their respective Subsidiaries.

(b) Without limiting the generality of the foregoing, except as (i) required by applicable Law, Order, or a Governmental Body, (ii) required or restricted by the terms of the DIP Facility, or (iii) set forth in Schedule 6.1(a), during the period from the date of this Agreement until the Closing Date or the earlier termination of this Agreement in accordance with Article VIII, each Seller shall not, and shall not permit any of its Subsidiaries to, take any of the following actions without the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed, other than in the case of any of the following matters that would be

included in the nature and scope of the Fundamental Representations, each of which shall be in the sole discretion of Purchaser):

(i) (A) issue, sell, encumber or grant any shares of the capital stock or other equity or voting interests of a Seller or any of its Subsidiaries, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for any shares of such capital stock or other equity or voting interests, or any rights, warrants or options to purchase any shares of such capital stock or other equity or voting interests; (B) redeem, purchase or otherwise acquire any of the outstanding shares of capital stock or other equity or voting interests of a Seller or any of its Subsidiaries, or any rights, warrants or options to acquire any shares of such capital stock or other equity or voting interests, except in connection with any actions required by Section 6.20, (C) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of the capital stock or other equity or voting interests of a Seller or any of its Subsidiaries, except in connection with any actions required by Section 6.20, or (D) split, combine, subdivide or reclassify any shares of the capital stock or other equity or voting interests of a Seller or any of its Subsidiaries;

(ii) sell, divest, distribute, assign, license, transfer or lease to any Person, or otherwise dispose of, in a single transaction or series of related transactions, any of the Acquired Assets (other than Owned Intellectual Property) for consideration, individually or in the aggregate, in excess of \$500,000, except dispositions of obsolete, surplus or worn out assets or assets that are no longer used; provided, however, that a Seller shall not, and shall not permit its Subsidiaries to, (i) construct, materially alter or destroy any material improvement on the Owned Real Property or Leased Real Property (including any Leasehold Improvement); (ii) sell, lease, sublease or license to any Person any of the Owned Real Property or Leased Real Property or (in each case) any portion thereof; (iii) enter into, materially amend or waive, extend, fail to exercise any renewal option under, or voluntarily terminate any Lease; or (iv) acquire any real property;

(iii) (x) incur or commit to incur any capital expenditure or authorization or commitment with respect thereto, or (y) delay or fail to make any capital expenditures, including for property, plant and Equipment, except for those (A) that are materially consistent with the Sellers' capital expenditure schedule set forth on Schedule 6.1(b)(iii), or (B) in the case of clause (x), otherwise in an aggregate amount for all such capital expenditures made pursuant to this clause (B) not to exceed \$1,000,000 in the aggregate in any calendar year;

(iv) acquire or agree to acquire by merging or consolidating with, or invest in or purchase (by asset acquisition, equity purchase or similar transaction) any portion of the stock of, or other ownership interests in, or material portion of assets of, or by any other manner, any business or any Person;

(v) (A) amend, terminate (partially or completely), supplement, modify, renew or fail to exercise any renewal rights, waive any provision of, or accelerate any rights, benefits or obligations under, any Material Contract or Permit, except in the Ordinary Course or upon the expiration in accordance with its term; (B) enter into any

Contract that would be a Material Contract if in existence on the date hereof, except for in the Ordinary Course upon substantially the same terms as similar Material Contracts; or (C) enter into any Contract that includes a change of control, anti-assignment or similar provision that would require a Consent from, a material payment to or would give rise to any material rights (including termination rights) of the other party or parties thereto in connection with the consummation of the Transactions or any future change of control, in each case, including with respect to any Excluded Data Center Contracts;

(vi) sell, lease, mortgage, pledge, grant any Encumbrance (other than Permitted Encumbrances and Encumbrances to be removed by operation of the Confirmation Order) on or otherwise encumber or dispose of any of its properties or assets (including the Acquired Assets), other than (A) to secure Indebtedness and other obligations in existence at the date of this Agreement (and required to be so secured by their terms) or permitted under Section 6.1(b)(vii); provided, further, that any such Encumbrance will be extinguished by the Sellers in connection with the Closing; or (B) to a Seller or to a wholly owned Subsidiary of a Seller; provided that any such Encumbrance will be extinguished by the Sellers as of the Closing or transferred to the benefit of Purchaser;

(vii) (A) issue, incur, assume or otherwise become liable for (i) any indebtedness for borrowed money, (ii) any notes, mortgages, bonds, debentures or other debt securities or warrants or other rights to acquire any notes, mortgages, bonds, debentures or other debt securities of a Seller or any of its Subsidiaries, (iii) any amounts owing as deferred purchase price for property or services, including any capital leases, seller notes and “earn out” payments, or other contingent payment obligations, (iv) any guarantee of any of the foregoing obligations of another Person, or any “keep well” or other agreement to maintain any financial statement condition of another Person, (v) obligations under any letters of credit, surety bonds, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, and (vi) any interest rate swap, forward Contract, currency or other hedging arrangements, to the extent payable if terminated (collectively, “Indebtedness”), except (1) Indebtedness that will constitute Excluded Liabilities, and (2) letters of credit, surety bonds, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, in each case issued, made or entered into in the Ordinary Course, (B) enter into any swap or hedging transaction or other derivative agreements other than in the Ordinary Course or (C) make any loans, capital contributions or advances to, or investments in, any Person other than the advancement of expenses to employees in the Ordinary Course in accordance with existing policies of a Seller or its Subsidiaries;

(viii) except as required by the terms of an existing Employee Benefit Plan disclosed to Purchaser on Schedule 3.16(a), (A) enter into, adopt, establish, materially amend or terminate any material Employee Benefit Plan other than in the Ordinary Course, (B) grant to any current or former director, officer, employee or other individual service provider of a Seller or any of its Subsidiaries any increase in compensation or benefits other than in the Ordinary Course, (C) grant to any current or former director, officer, employee or other individual service provider of a Seller or any of its Subsidiaries any severance,

retention, change in control, termination or similar compensation or benefits, (D) grant or amend or modify any equity, equity-based or other incentive awards, (E) hire, appoint or promote any employee or terminate (other than for “cause”) any employee other than in the Ordinary Course, or (F) take any action to increase or accelerate the vesting of, or payment of, any compensation or benefit under any Employee Benefit Plan;

(ix) waive, release, assign, pay, discharge, settle, satisfy or compromise any Action (including any pending or threatened Action) against a Seller or any of its Subsidiaries that would result in an Assumed Liability or any material restriction, or other material obligation, on the conduct of the business of a Seller and its Subsidiaries, from and after the Closing, or commence any such Action;

(x) make any material changes in financial accounting methods, principles or practices materially affecting the consolidated assets, Liabilities or results of operations of the Sellers and their Subsidiaries, except insofar as may be required (A) by GAAP (or any interpretation thereof), (B) by any applicable Law, including Regulation S-X under the Securities Act, or (C) by any Governmental Body or quasi-Governmental Body (including the Financial Accounting Standards Board or any similar organization);

(xi) amend a Seller’s articles of incorporation or bylaws (or comparable Organizational Documents) or amend the Organizational Documents of any Subsidiary of a Seller;

(xii) sell, license, sublicense, abandon or permit to lapse, transfer or dispose of, create or incur any Encumbrance (other than any Permitted Encumbrance) on, or otherwise fail to take any action necessary to maintain, enforce or protect any Owned Intellectual Property (except for non-exclusive licenses granted in the Ordinary Course);

(xiii) amend in any material respect, cancel or terminate any material insurance policy naming a Seller or a Subsidiary of a Seller as an insured, a beneficiary or a loss payable payee without obtaining comparable substitute insurance coverage;

(xiv) (A) make, revoke or change any method of Tax accounting or material Tax election, (B) file any amended Tax Return with respect to material amounts of Taxes, (C) enter into any closing agreement with respect to Taxes or settle or compromise any Tax claim or assessment, (D) consent to any extension or waiver of the limitation period with respect to Taxes, or (E) initiate any voluntary Tax disclosure or request any Tax ruling, in each case, relating to, or otherwise affecting, any Acquired Entity, Acquired Asset, or Assumed Liability to the extent such action would reasonably be expected to have a non-*de-minimis* and adverse effect on Purchaser and its Affiliates (including, after the Closing, Acquired Entities);

(xv) transfer any (A) Liabilities or assets to any Acquired Entity or (B) Liabilities that would become Assumed Liabilities or assets out of an Acquired Entity, in either case, outside of the Ordinary Course;

(xvi) enter into a Contract with an Affiliate other than on arm’s length terms;

(xvii) accelerate the collection of any accounts receivable or delay the payment of any accounts payable in relation to their applicable due dates, or otherwise fail to manage Working Capital in the Ordinary Course, in each case, in any material respect; or

(xviii) authorize, or commit or agree, in writing or otherwise, to take, any of the foregoing actions.

(c) For the avoidance of doubt, nothing contained in this Agreement shall be construed to give to Purchaser, directly or indirectly, rights to control or direct the operations of Sellers prior to the Closing, and nothing contained in this Agreement is intended to give a Seller, directly or indirectly, the right to control or direct Purchaser's or its Affiliates' operations.

6.2 Access to Information.

(a) From the date hereof until the Closing, Sellers will provide Purchaser (and its Designee) and its authorized Advisors and the Debt Financing Sources with reasonable access and upon reasonable advance notice and during regular business hours to the facilities, books and records, documents data, files, properties, personnel, and Advisors of Sellers and their Subsidiaries in order for Purchaser (and its Designee) and its authorized Advisors and the Debt Financing Sources to access such information regarding the Acquired Assets and Assumed Liabilities as is reasonably necessary in order to consummate the Transactions and to assess any amounts that are or may become payable in connection therewith; provided that (i) such access does not unreasonably interfere with the normal operations of Sellers or any of their Subsidiaries, (ii) such access will occur in such a manner as Sellers reasonably determines to be appropriate to protect the confidentiality of the Transactions and such books and records, (iii) all requests for access will be directed to Guggenheim Securities or such other Person(s) as Sellers may designate in writing from time to time, (iv) nothing herein will require Sellers or any of their Subsidiaries to provide access to, or to disclose any information to, Purchaser or any other Person if such access or disclosure (A) would reasonably cause significant competitive harm to Sellers or any of their Subsidiaries if the Transactions are not consummated, (B) would waive any legal privilege or (C) would be in violation of applicable Laws (including the HSR Act and Antitrust Laws) or the provisions of any Contract to which Sellers or any Acquired Entity is bound or would violate any fiduciary duty; provided that, in the case of this clause (iv), the Sellers and their respective Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in material competitive harm, the waiver of any legal privilege or violation of applicable Laws, the provisions of any agreement or any fiduciary duty; provided, further, that no such access shall be required in connection with an adversarial proceeding between Purchaser (or its Designee) or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand, and (v) nothing herein will permit Purchaser (or its Designee) or its authorized Advisors to conduct any sampling or testing of environmental media or any other invasive investigation or assessment at any Leased Real Property or Owned Real Property of Sellers or the Acquired Entities, including of the type commonly known as a Phase II environmental site assessment; provided, however, that notwithstanding the foregoing, in the event any additional sampling or testing of environmental media or any other invasive investigation or assessment at any Leased Real Property or Owned Real Property of Sellers or the Acquired Entities is required by the Purchaser's Debt Financing

Sources providing the Debt Financing with respect to such Leased Real Property or Owned Real Property in connection with the Debt Financing, then the Sellers will not withhold, condition or delay consent in response to a written request of Purchaser in connection therewith.

(b) The information provided pursuant to this Section 6.2 will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall survive the execution of this Agreement notwithstanding anything to the contrary therein. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Seller makes no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and none of Purchaser or its Advisors may rely on the accuracy of any such information.

(c) From and after the Closing for a period of three (3) years following the Closing Date, Purchaser will provide Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda and other documents (for the purpose of examining and copying) relating to the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities, in each case to the extent in Purchaser's possession or control, with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of Purchaser (including for the purpose of better understanding the books and records), as may be reasonably requested by a Seller in connection with the Bankruptcy Cases, the wind-down and liquidation of Sellers, the winddown, transfer or disposition of any Excluded Assets, and any other bona fide legal compliance, accounting or Tax purpose; provided that nothing herein will require Purchaser to provide access to, or to disclose any information to, Sellers if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Laws (including the HSR Act and Antitrust Laws) or the provisions of any agreement to which Purchaser or any of its Subsidiaries or Affiliates is bound or would violate any fiduciary duty; provided that Purchaser and its Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in material competitive harm, the waiver of any legal privilege or violation of applicable Laws, the provisions of any agreement or any fiduciary duty; provided, further, that no such access shall be required in connection with an adversarial proceeding between Purchaser or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand. Unless otherwise consented to in writing by Sellers, Purchaser will use commercially reasonable efforts, for a period of three years following the Closing Date, to not destroy, alter or otherwise dispose of any of such books and records without first offering to surrender to Sellers such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down and related activities (*e.g.*, helping to locate documents or information related to and assisting in preparation of Tax Returns or prosecution or processing of insurance/benefit claims or reconciliation of claims in the Bankruptcy Case) consistent with such employees responsibilities prior to the Closing.

(d) Except as otherwise permitted hereunder, Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier lessee, lessor, lender, licensee, licensor, distributor or noteholder of any Seller prior to the Closing with respect to any Seller, any of its Subsidiaries, any of their respective businesses or the Transactions, in each case, without the prior written consent of Sellers for each such consent with such consent not to be unreasonably withheld, conditioned or delayed; provided that Purchaser and Purchaser Group may, without such consent, (i) contact any landlords to negotiate the amendment, assignment or termination of any Lease, the purchase, directly or indirectly, of any real property leased pursuant to any Leases, or the financeability of such real property interests, (ii) contact officers, managers, directors and employees of any Seller or its Subsidiaries to discuss compensation, benefits and arrangements in order to facilitate a smooth transition and integration of such Persons post-Closing and (iii) contact any customer, supplier, distributor or other commercial relation of any Seller or its Subsidiaries in connection with any matter contemplated by Section 1.5, Section 6.18 or Section 6.19; provided that, in the case of each of the foregoing clauses (ii) and (iii), Purchaser shall provide CTI with reasonable prior written notice thereof and reasonably coordinate the foregoing with Sellers. The Parties shall also reasonably cooperate to make employees available for the matters contemplated by Section 6.3. In furtherance of the foregoing, Sellers shall assist Purchaser (or its Designee) in facilitating conversations with any officer, manager, director, employee, customer, supplier lessee, lessor, lender, licensee, licensor, distributor or noteholder of any Seller, in each case reasonably requested by Purchaser (or its Designee), prior to the Closing in accordance with this Section 6.2(d).

(e) From and after the Closing for a period of three (3) years following the Closing Date (or, if earlier, the closing of the Bankruptcy Case), Sellers will provide Purchaser (and its Designee) and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, and other documents relating to Sellers or their Subsidiaries (other than the Documents), in each case, to the extent in Seller's possession or control (for the purpose of examining and copying) relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date as may be reasonably requested by Purchaser (or its Designee) in connection with a bona fide legal compliance, accounting or Tax purpose; provided that nothing herein will require Sellers to provide access to, or to disclose any information to, Purchaser (or its Designee) if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Laws (including the HSR Act and Antitrust Laws) or the provisions of any agreement to which any Seller is bound or would violate any fiduciary duty; provided that Sellers and their Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in the waiver of any legal privilege or violation of applicable Laws, the provisions of any agreement or any fiduciary duty; provided, further, that no such access shall be required in connection with an adversarial proceeding between Purchaser (or its Designee) or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand. Unless otherwise consented to in writing by Purchaser, Sellers will not, for a period of three (3) years following the Closing Date (or, if earlier, the closing of the Bankruptcy Case), destroy, alter or otherwise dispose of any of such books and records without first offering to surrender to the Purchaser such books and records or any portion thereof that Sellers may intend to destroy, alter or dispose of.

(f) Neither of Section 6.2(c) or Section 6.2(e) shall apply with respect to Tax matters, which are the subject of Section 9.3.

6.3 Employee Matters.

(a) At least ten (10) Business Days prior to Closing, Purchaser shall extend to each Business Employee employed by Sellers a written offer of employment reviewed by Sellers, and which Sellers have had an opportunity to comment on, providing for a position that is the same or substantially similar to such employee's position immediately prior to the Closing (including, primary location of employment) and on the terms set forth in this Section 6.3 (or, in the case of any Business Employee employed by Sellers that is a party to an Acquired Seller Plan that is an existing employment agreement, including assumption of such employment agreement (provided any such employment agreements are set forth and identified on Schedule 6.3(a))) ("Transfer Offer") and that, if accepted, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin employment with Purchaser, and Business Employees employed by the Acquired Entities as of the Closing Date, shall be collectively referred to herein as "Transferred Employees." Purchaser shall notify Sellers in a reasonable timeframe (but in any event within ten (10) Business Days of receiving a response from the applicable Business Employee and no later than one (1) Business Day prior to the Closing) with respect to whether each such Transfer Offer has been accepted or rejected. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all Business Employees employed by Sellers will accept the Transfer Offer, or that any Transferred Employee will continue in employment with Purchaser following the Closing for any period of time. Effective as of the Closing, each Transferred Employee previously employed by Sellers (other than the Acquired Entities) shall cease to be an employee of Sellers.

(b) For a period of one (1) year from and after the Closing Date, Purchaser shall provide each Transferred Employee, or cause each Transferred Employee to be provided, with, and each Transfer Offer shall include,: (i) a base compensation or wage rate, as applicable, that is no less than that provided to such Transferred Employee as of immediately prior to the Closing; (ii) short-term cash incentive opportunities that are substantially comparable in the aggregate in target dollar value to those provided to such Transferred Employee as of immediately prior to the Closing; and (iii) other employee benefits (excluding severance, change of control, key employee incentive, key employee retention, other retention or one-time bonus and equity-based incentive plans or arrangements) that are substantially comparable in the aggregate in dollar value to those provided to such Transferred Employees as of immediately prior to the Closing. For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Purchaser or any of its Affiliates after the Closing Date (the "Purchaser Plans"), subject to the terms of any applicable Contracts and any required third-party consents, each Transferred Employee shall be credited with his or her years of service with Sellers (and any predecessor thereto) before the Closing Date, except to the extent such credit would result in a duplication of benefits. Prior to the Closing Date, the Sellers shall make available to Purchaser all data in Sellers' possession that is reasonably requested by Purchaser as necessary to administer each Acquired Seller Plan and, upon reasonable request from Purchaser, Seller shall request from Seller's agent any such information so requested by Purchaser that is not in Seller's possession.

(c) (i) Purchaser shall use commercially reasonable efforts to cause each Transferred Employee to be immediately eligible to participate, without any waiting time, in the Purchaser Plans; (ii) for purposes of each Purchaser Plan providing health or welfare benefits, Purchaser shall cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were not waived under comparable Employee Benefit Plans); and (iii) Purchaser shall cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Transferred Employee and his or her covered dependents for the applicable plan year of each comparable Purchaser Plan.

(d) Purchaser shall assume, honor and be solely responsible for paying, providing and satisfying when due in accordance with the terms of any applicable Acquired Seller Plan, each of the following: (i) all accrued and unused vacation, personal days, sick pay and other paid time off for Transferred Employees earned but unused as of the Closing Date; (ii) all accrued and unpaid cash key employee retention incentive obligations as of the Closing Date; and (iii) all vacation, personal days, sick pay and other paid time off, benefits and benefit claims, severance and termination pay, notice, and benefits (including any employer Taxes related thereto), in each case of this clause (iii), accruing, incurred or arising as a result of employment or separation from employment with Purchaser on or after the Closing Date with respect to Transferred Employees.

(e) For the avoidance of doubt, (i) except as expressly provided under Section 6.3 of this Agreement, included in the definition of Working Capital, or in connection with an Acquired Seller Plan, all obligations, Liabilities relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities with respect to current and former employees of any of the Acquired Entities prior to the Closing shall be deemed an Excluded Liability and Seller shall be solely responsible for paying, providing and satisfying any such Liabilities, and that (ii) Purchaser shall be solely responsible for those Liabilities (excluding those identified in Section 1.4(d) of this Agreement) in respect of claims made by any Transferred Employee (or any other individual claiming that he or she is or should be a Transferred Employee) for severance or other termination benefits under any Acquired Seller Plan or applicable Law (including claims for wrongful dismissal, notice of termination of employment, pay in lieu of notice or breach of Contract) arising out of, relating to or in connection with any failure to offer employment to (or the terms of such offer), or to continue the employment of, any such Transferred Employee (or other individual claiming that he or she is or should be a Transferred Employee) or other failure to comply with the terms of this Agreement.

(f) Purchaser will, or will cause its Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws (“WARN Act”) and to otherwise comply with the WARN Act with respect to any “plant closing” or “mass layoff” or group termination or similar event under the WARN Act affecting Business Employees or Transferred Employees (including as a result of the consummation of Transactions) and occurring on and after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would cause any termination of employment of any employees by Sellers or their Affiliates occurring prior to or at the Closing to constitute a “plant closing,” “mass layoff” or group termination or similar event under the WARN Act, or to create

any Liability or penalty to Sellers or any of their Affiliates for any employment terminations under applicable Law; provided that Purchaser and Seller shall cooperate in good faith in order to ensure compliance with the WARN Act and upon written request of the Purchaser, Seller shall send WARN notices to employees and any other Persons.

(g) Purchaser shall be solely responsible for any and all obligations and Liabilities arising under Section 4980B of the Tax Code with respect to all “M&A qualified beneficiaries” as defined in 26 C.F.R. § 54.4980B-9.

(h) For any Transferred Employees who are principally based outside the United States, the Parties will comply with applicable Law and the intention of the Parties is that the provisions of this Section 6.3 shall not trigger any severance, separation pay, notice or pay in lieu thereof or similar termination indemnities.

(i) Sellers shall timely provide to Purchaser all information required to be provided by the predecessor under Section 5 of the Revenue Procedure 2004-53 and any other information reasonably required by Purchaser in connection with its reporting obligations thereunder and, provided such information is timely provided, Purchaser shall adopt the “alternate procedure” for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Section 5 of Revenue Procedure 2004-53.

(j) With respect to any Acquired Seller Plan that is intended to be qualified under Section 401(a) of the Tax Code, Purchaser shall contribute to such plan any unpaid employer matching contribution amounts for the 2023 plan year based on the employer matching formula in effect as of the date hereof.

(k) The provisions of this Section 6.3 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any employees of Sellers or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any Employee Benefit Plan or any other benefit or compensation plan, program, policy, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.3, alter or limit Purchaser’s or Sellers’ ability to amend, modify or terminate any particular benefit or compensation plan, program, policy, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

6.4 Regulatory Approvals.

(a) Subject to Section 6.5, each Seller will, and will cause its Subsidiaries to, (i) make or cause to be made all filings and submissions required to be made by Seller under any applicable Laws for the consummation of the Transactions, if any, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings required to be made by the Purchaser Group pursuant to

Section 6.4(b), and (iii)(A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(a) or Section 6.4(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the Transactions, if any, (ii) cooperate with any Seller in exchanging such information and providing such assistance as any Seller may reasonably request in connection with any filings made by any Seller pursuant to Section 6.4(a), and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

(c) This Section 6.4 shall not apply to efforts related to Antitrust Laws, which shall be governed by the obligations set forth in Section 6.5 below.

6.5 Antitrust Notification.

(a) To the extent required, each Seller and Purchaser (and their respective Affiliates, if applicable) will, (i) as promptly as practicable and no later than ten (10) Business Days following the date of this Agreement, file with the United States Federal Trade Commission (the “FTC”) and the United States Department of Justice (the “DOJ”), a Notification and Report Form relating to this Agreement the Transactions pursuant to the HSR Act, and (ii) as promptly as practicable file all notifications, filings, registrations, forms and submissions, including any draft notifications in jurisdictions requiring pre-notification, as are required by the Antitrust Laws set forth on Schedule 7.1(a). Each Seller and Purchaser shall (and shall cause their respective Affiliates to) (A) cooperate and coordinate (and shall cause its respective Affiliates to cooperate and coordinate) with the other in the making of such filings; (B) supply the other (or cause the other to be supplied) with any information that may be required in order to make such filings; (C) make (or cause to be made) an appropriate response to any additional information that may be required or requested by the FTC, the DOJ or the Governmental Bodies of any other applicable jurisdiction; and (D) take (and cause their Affiliates to take) all action necessary, proper or advisable to (1) cause the expiration or termination of the applicable waiting periods pursuant to the HSR Act and any other Antitrust Laws applicable to this Agreement or the Transactions; and (2) obtain any required Consents pursuant to the HSR Act and any other Antitrust Laws applicable to this Agreement or the Transactions, in each case as promptly as reasonably practicable and in any event prior to the Outside Date. If any Party or Affiliate thereof receives any comments or a request for additional information or documentary material from any Governmental Body with respect to the Transactions pursuant to the HSR Act or any other applicable Antitrust Law, then such Party shall make (or cause to be made), as promptly as practicable and after consultation with the other Party, an appropriate response to such request. No Party shall stay, or cause its Affiliates to, toll or extend any applicable waiting period under the HSR Act, pull and refile under the HSR Act, or enter into any timing agreement or other understanding with any Governmental Body with respect to the HSR Act or any other Antitrust Law applicable to the Transactions without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned or

delayed. Purchaser and Sellers, including their respective counsel, shall cooperate in good faith to consider any requests to stay, toll, or extend any applicable waiting period under the HSR Act or any other Antitrust Law applicable to the Transactions. Purchaser will be solely responsible for payment of all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, each Seller and Purchaser will use their reasonable best efforts to as promptly as practicable (and in any event prior to the Outside Date) obtain any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations required under the HSR Act or any other Antitrust Law for the consummation of this Agreement and the Transactions. In furtherance and not in limitation of the other covenants in this Section 6.5, and notwithstanding anything else in this Agreement, Purchaser will take any and all steps necessary to avoid or eliminate each and every impediment under the HSR Act and any other Antitrust Law as may be required to obtain satisfaction of the closing conditions set forth in Section 7.1(a) or Section 7.1(b) and allow the consummation of this Agreement and the Transactions as soon as practicable and, in any event, prior to the Outside Date, including offering, negotiating, committing to and effecting, by Consent decree, hold separate Order or otherwise, (i) the sale, divestiture, transfer, license, disposition, or hold separate (through the establishment of a trust or otherwise), of any and all of the capital stock or other equity or voting interest, assets (whether tangible or intangible), rights, properties, products or businesses of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries; (ii) the termination, modification, or assignment of existing relationships, joint ventures, Contracts, or obligations of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries; (iii) the modification of any course of conduct regarding future operations of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries; and (iv) any other restrictions on the activities of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries, including the freedom of action of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries with respect to, or their ability to retain, any of their respective operations, divisions, businesses, product lines, customers, assets or rights or interests, or their freedom of action with respect to the assets, properties, or businesses to be acquired pursuant to this Agreement. Purchaser shall oppose any request for or, the entry of, and shall seek to have vacated or terminated, any Order, judgment, decree, injunction or ruling of any Governmental Body that could restrain, prevent or delay any required Consents applicable to the Transactions, including by defending through litigation, any Action asserted by any Person in any court or before any Governmental Body and by exhausting all avenues of appeal, including appealing properly any adverse decision or Order by any Governmental Body, it being understood that the costs and expenses of all such actions shall be borne by Purchaser. Notwithstanding anything to the contrary herein, Purchaser shall not be required to take or agree to take any actions with respect to the Sellers' assets, properties, or businesses that would, individually or in the aggregate, reasonably be likely to result in a material adverse effect on (i) the Sellers' assets, properties, and businesses to be acquired pursuant to this Agreement, taken as a whole or (ii) the governance or information rights necessary to enable Purchaser to operate the assets to be acquired pursuant to this Agreement following the Closing in the Ordinary Course; provided further for the avoidance of doubt, nothing in this Agreement shall require any equityholders or Affiliates of Purchaser to take or agree to take any actions, including with respect to any of their businesses, assets, or other interests. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the Sellers or any of their Subsidiaries or Affiliates to take or agree to take (and they shall not take or agree to take without the written consent of Purchaser) any action that is not conditioned on the Closing as may be required in order to obtain satisfaction of the closing conditions set forth in

Section 7.1(a) prior to the Outside Date, in each case, so as to allow the consummation of this Agreement and the Transactions as soon as practicable and, in any event, prior to the Outside Date.

(c) None of the Sellers or Purchaser will participate in any substantive meeting or discussion with any Governmental Body with respect to any filings, applications, investigation or other inquiry relating to the Transactions without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such Governmental Body. Each Party will have the right to review the content of any draft notifications, formal notifications, filings, submissions, or other substantive written communications (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any Governmental Body in advance of any such submission and will consider in good faith the views of the other Party in connection therewith. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other Party pursuant to this Section 6.5, the disclosing Party may (i) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (ii) redact such materials as necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Acquired Assets.

(d) Except as expressly contemplated or permitted by this Agreement, Purchaser will not, and will not permit Brookfield Infrastructure Fund III GP LLC (together with its controlled investment vehicles) to, directly or indirectly take any action or agree to take any action (including to acquiring or agreeing to acquire any assets or businesses) that would be reasonably likely to (i) materially delay or prevent the receipt of any required clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the HSR Act or any other Antitrust Law, (ii) increase the risk of any Governmental Body entering an Order preventing, delaying or prohibiting the consummation of the Transactions or (iii) delay or prevent the satisfaction of the closing conditions set forth in Section 7.1(a) or Section 7.1(b) or the consummation of the Transactions.

6.6 Corporate Name.

(a) As soon as reasonably practicable, but in no event more than thirty (30) days after the Closing, the Sellers shall cause an amendment to the certificate of incorporation or formation (or other constituent documents) of each Seller and each Subsidiary that is not an Acquired Entity to be filed with the appropriate Governmental Body and shall take all other action necessary to change each Seller’s and such Subsidiary’s name, as applicable, to a name or names not containing “Cyxtera,” “Cyxtera Technologies” or any other trademark included in the Owned Intellectual Property or any name confusingly similar to the foregoing (“Transferred Marks”) and will cause to be filed as soon as reasonably practicable after the Closing, in the jurisdiction in which such Seller or such Subsidiary is organized, any documents necessary to reflect such change in its name.

(b) As soon as reasonably practicable, but in no event more than fifteen (15) days after the name change contemplated by Section 6.6(a), the Sellers shall file such pleadings

and move to obtain such orders as are necessary to change the caption of each Seller petition that is a Debtor in the Bankruptcy Cases to change each Seller's and such Subsidiary's legal name on such petitions, as applicable, to a name or names not containing "Cyxtera," "Cyxtera Technologies" or any other trademark included in the Acquired Intellectual Property or any name confusingly similar to the foregoing.

(c) Purchaser (on behalf of each of the Purchasers and their respective Affiliates) hereby grant (and hereby cause its Affiliates to grant) to Seller and its Affiliates, a limited, revocable, non-exclusive license to use the Transferred Marks solely on a wind-down and transitional basis for a period from the Closing through until the earlier of (i) the first anniversary of the Closing Date and (ii) the termination of all operations at and occupancy of all sites covered by any Lease that Purchaser designates for rejection in accordance with Section 1.5 (the "IP Wind-Down Period") in a substantially similar manner as used prior to the Closing. Notwithstanding any of the foregoing, nothing in this Section 6.6 shall prevent the Sellers or any of its Affiliates from using any trademarks or service marks (i) as required by applicable Law, (ii) on internal business and legal documents, materials, and items, solely for internal use and archival purposes, or (iii) in a manner that could not reasonably constitute trademark infringement or dilution even in absence of a license (including fair use, nominative fair use, or other descriptive, non-trademark use).

(d) Promptly after the IP Wind-Down Period, the Sellers further agree that from and after the Closing, each of the Sellers and their respective Affiliates (i) will cease to make any use of the name "Cyxtera," "Cyxtera Technologies" or any other Transferred Marks and any similar names indicating affiliation with the Purchaser or any of its Affiliates and (ii) will cease using any and all Owned Intellectual Property.

6.7 Commercially Reasonable Efforts; Cooperation; Notices and Consents.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Subsidiaries to, use its and their respective commercially reasonable efforts to perform its and their respective obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the Transactions to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party, its Affiliates and its and their respective Advisors in connection with any step required to be taken as a part of its obligations hereunder. For the avoidance of doubt, the Parties agree that the foregoing cannot be construed to create any obligation on any of the aforementioned Advisors to take or refrain from taking any action, absent an express contractual requirement to do so, nor can any of the foregoing be construed to override existing confidentiality and other obligations owed by any Party or other Person to such Advisors.

(b) Prior to the Closing, Sellers will, and will cause the Acquired Entities to, terminate any intercompany Liability (i) between or among any Acquired Entity, on the one hand, and any Seller or its Affiliates, on the other hand, or (ii) between or among one or more Acquired Entities, in each case, without Liability to Purchaser or any of its Affiliates (including any Acquired Entities), except to the extent that such Liability is taken into account in the final calculation of Closing Working Capital, unless Purchaser otherwise requests in writing that they not so terminate any such intercompany Liability. For the avoidance of doubt, any intercompany Liability not terminated pursuant to this Section 6.7(b), including all intercompany Liabilities

solely between the Sellers or their respective Affiliates (other than Acquired Entities), shall be deemed to be an Excluded Liability.

(c) As promptly as practicable following the date hereof, Sellers will give, or will cause to be given, any notices to third parties, and will use their respective commercially reasonable efforts to obtain any third party Consents or sublicenses, in each case, that may be triggered by or required in connection with the Transactions, including the assignment to Purchaser or its Designee, of the Assigned Contracts. On the final termination of the Factoring Facility, to occur no later than the Closing, Sellers shall repay, or cause to be repaid, any outstanding amounts still due and owing thereunder and shall obtain a standard payoff letter from PNC Bank National Association, as administrative agent, and file lien releases and account control agreement terminations, releasing the collateral thereunder. Sellers agree to work in good faith with PNC, as administrative agent, under the Factoring Facility to facilitate a repurchase of account receivables, if any, that remain outstanding thereunder on the date of termination thereof.

(d) Promptly following the date hereof, Seller will use reasonable best efforts to provide Purchaser with a true, complete and correct list of all Permits maintained by the Sellers and their Subsidiaries that are necessary or required to conduct their businesses as conducted as of the date hereof.

6.8 Further Assurances. Except as expressly limited by this Agreement or any other Transaction Agreement, from time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments, and will take, or cause to be taken, all such further or other actions as may be reasonably necessary or desirable to evidence and effectuate the Transactions, the transfer of title to the Acquired Assets to, and assumption of Assumed Liabilities by, Purchaser or its Designee(s) in accordance with the terms of this Agreement, and the DLR Transactions, to the extent applicable (including any distribution of cash contemplated thereby).

6.9 Insurance Matters. Purchaser acknowledges that, subject to the next sentence, from and after the Closing, all nontransferable and non-assignable insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) shall not provide any coverage to Purchaser and the Acquired Assets and no further coverage shall be available to Purchaser or the Acquired Assets under any such policies. From and after the Closing, Purchaser shall have the right to make claims and the right to any recovered insurance proceeds with respect to, and to the extent of any losses sustained or assumed by the Purchaser or its Designee or their respective Affiliates with respect to, any matter related to the Acquired Assets or Assumed Liabilities or Acquired Entities under any insurance policies for occurrence-based claims pertaining to or arising out of occurrences that took place in periods prior to the Closing, and Sellers shall seek the maximum recovery or allow Purchaser to seek recovery under such insurance policies, and Sellers shall cooperate with Purchaser's reasonable requests if it seeks recovery, with respect to such matters and shall remit (or, at Purchaser's request, direct any such insurer to pay directly to Purchaser) any insurance proceeds actually obtained therefrom (net of Sellers' reasonable and documented out-of-pocket costs and expenses of seeking such recovery, to the extent not otherwise paid or reimbursed by Purchaser) to Purchaser or its Designee.

6.10 Third Party Credit Support Obligations.

(a) Purchaser acknowledges that in the course of conduct of their business, Sellers and their Affiliates may have entered into various arrangements (a) in which guarantees, letters of credit, sureties, bonds or similar arrangements were issued by Sellers or their Affiliates and (b) in which Sellers or their Affiliates are the primary obligors on other Contracts, in any such case to support or facilitate such business, which are set forth in Schedule 6.10(a) (the “Seller Support Obligations”). It is understood that the Seller Support Obligations are not intended to continue after the Closing. Purchaser agrees that it shall use its commercially reasonable efforts to obtain either (i) the full and unconditional release of Sellers and their Affiliates of each if the Seller Support Obligations, or (ii) replacements for the Seller Support Obligations, in either case that will be in effect at the Closing, or, in the case of Seller Support Obligations described in the foregoing clause (b), will use its commercially reasonable efforts to arrange for itself or one of its Subsidiaries to be substituted as the primary obligor thereon effective as of the Closing through an assumption, accession, acknowledgement or similar agreement (which shall include the full and unconditional release of Sellers and their Affiliates) with the beneficiary of the applicable Seller Support Obligation; it being understood and agreed that such exercise of commercially reasonable efforts shall not require Purchaser to (x) expend its own cash or other assets or property in order to replace such Seller Support Obligations or otherwise to fulfill its obligations under this Schedule 6.10(a) or (y) breach its obligations with respect to the Debt Financing or take any action that could reasonably be expected to cause any of the conditions precedent therein to not be satisfied. Whether or not Purchaser is able to satisfy the terms of the immediately preceding sentence, Purchaser shall indemnify Sellers and their Affiliates and each of their respective officers, directors, employees, agents and representatives from and against any and all Liabilities incurred by any of them relating to the Seller Support Obligations, except to the extent due to the breach, gross negligence or willful misconduct of the Sellers.

(b) Except for those set forth in Schedule 6.10(b), Sellers and their Affiliates shall (i) maintain the effectiveness of each letter of credit, surety bond or similar obligation of a Seller and its Subsidiaries from and after the Closing Date until it is released by the secured party, (ii) not amend or modify such letter of credit, surety bond or similar obligation of a Seller and its Subsidiaries in a manner adverse to Purchaser and (iii) not let any such letter of credit, surety bond or similar obligation of a Seller and its Subsidiaries lapse or terminate without the prior written consent of Purchaser.

(c) During the period following the Closing and until the first (1st) anniversary of the Closing Date, Purchaser shall (i) use commercially reasonable efforts to collect any cash collateral held by or on behalf of any utility provider as security for any utilities-related Liabilities (including deposits for electricity, telephone or other utilities) of the Sellers or any Acquired Entity, and (ii) remit to the Sellers, by wire transfer of immediately available funds to such account designated in writing by CTI, any such actually collected amounts (net of any documented, out-of-pocket third party costs of recovery) and any amounts applied for credit on invoices, promptly following actual receipt by Purchaser thereof prior to the first (1st) anniversary of the Closing Date, solely to the extent such amounts are not otherwise included in the Cash Amount for purposes of this Agreement; provided that, notwithstanding the foregoing, Purchaser shall not be required to initiate or pursue any Action against any applicable utility provider in connection with the obligations set forth in this Section 6.10(c). Notwithstanding the foregoing, at the first (1st)

anniversary of the Closing Date, solely to the extent Purchaser has not previously remitted to the Sellers an amount equal to or greater than \$6,000,000 pursuant to the foregoing sentence and clause (ii) of the definition of Cash Amount, Purchaser shall remit to the Sellers, by wire transfer of immediately available funds to such account designated in writing by CTI, an amount equal to the excess (if any) of (x) \$6,000,000, over (y) any and all amounts previously remitted by Purchaser to the Sellers pursuant to this Section 6.10(c) and clause (ii) of the definition of Cash Amount (such amount, the “Final Deposits Payment Amount”). Upon the payment of the Final Deposits Payment Amount by Purchaser, no amount shall be due and owing to the Sellers pursuant to this Section 6.10(c).

6.11 Acknowledgement by Purchaser.

(a) Without limiting the generality of Section 3.23, in connection with the investigation by the Purchaser of Sellers and their Subsidiaries, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of Seller or other Seller Parties, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, “Projections”). Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of Seller and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.11. Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that the covenants and agreements contained in this Section 6.11 (i) require performance after the Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.11, Seller would not enter into this Agreement. Notwithstanding anything to the contrary contained herein, nothing in this Section 6.11 shall limit or affect any claims for Fraud.

6.12 Receipt of Misdirected Assets; Wrong Pockets. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in

the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Purchaser for such Seller until so transferred.

6.13 Directors' and Officers' Indemnification. Following the Closing until the sixth (6th) anniversary thereof, Purchaser shall cause the Acquired Entities not to amend, repeal or otherwise modify the Acquired Entities' constitutive documents as in effect at the Closing, in any manner that would adversely affect the indemnification and exculpation rights thereunder of individuals who are or were directors or officers of the Acquired Entities with respect to periods prior to the Closing. Purchaser shall not take any action to cancel or otherwise reduce coverage under any "tail" insurance policies purchased by the Acquired Entities prior to the Closing; provided that no payments shall be required of the Acquired Entities or the Purchaser Group with respect to such policies after the Closing.

6.14 Financing Matters.

(a) From the date hereof until the Closing or the earlier termination of this Agreement, the Sellers shall, and shall cause each Acquired Entity and its and their respective representatives to use their commercially reasonable efforts to reasonably cooperate with Purchaser and its Affiliates in connection with, the arrangement of any debt financing to be incurred on the Closing Date in connection with the Transactions (the "Debt Financing"), which shall include using commercially reasonable efforts for (i) upon reasonable advance notice and at mutually agreeable times, participating in a reasonable number of bank meetings and similar presentations to and with the Debt Financing Sources and rating agencies, including direct contact between senior management and the other representatives of the Sellers and their Subsidiaries or such Acquired Entity, on the one hand, and the actual and potential Debt Financing Sources, on the other hand, (ii) furnishing Purchaser with historical financial statements and other information regarding the Sellers and their Subsidiaries as is customarily provided in connection with financings of the type contemplated by the Debt Financing in the format and presentation, presently prepared by the Seller's current preparer, (iii) providing information for the preparation of any pledge and security agreements and other definitive financing documentation for the Debt Financing, including schedules to the definitive documentation for the Debt Financing as may be reasonably requested by Purchaser, (iv) facilitating the pledging of collateral for the Debt Financing (including cooperation in connection with the (A) pay-off of existing Indebtedness to the extent contemplated by this Agreement and the release (or, at Purchaser's request in the case of jurisdictions that impose mortgage recording or similar taxes, assignment) of related Encumbrances and termination of security interests (including delivering prepayment or termination notices as required by the terms of any existing Indebtedness and delivering the customary payoff letters), (B) Lease amendments to facilitate such pledging, and (C) obtaining of any mortgages in favor of the Debt Financing Sources on any Acquired Assets that are Owned Real Property or Leased Real Property) and (v) providing to Purchaser, its Affiliates and their Debt Financing Sources at least four (4) Business Days prior to the Closing Date all documentation and other information required by Governmental Bodies under applicable "know your customer" and anti-money laundering rules and regulations. Purchaser and its Affiliates shall be permitted to disclose confidential information subject to the Confidentiality Agreement to any parties providing commitments for the Debt Financing, rating agencies and prospective lenders, subject to such parties providing commitments, rating agencies and prospective lenders entering into customary confidentiality undertakings for a syndication with respect to such information.

(b) Each Seller and Subsidiary of a Seller consents to the customary and reasonable use of such Seller's or Subsidiary's logos in connection with any Debt Financing; provided that such logos are used solely in a manner that is not intended, or reasonably likely, to harm or disparage the Sellers and their Subsidiaries or the reputation or goodwill of the Sellers and their Subsidiaries.

(c) Notwithstanding anything in this Agreement to the contrary, nothing herein shall require (i) any Seller or Subsidiary of a Seller or any of their representatives to execute or enter into any certificate, instrument, agreement or other document in connection with the Debt Financing, (ii) cooperation or other actions or efforts on the part of the Sellers or their Subsidiaries, or any of their respective representatives, in connection with the Debt Financing to the extent it would interfere unreasonably with the business or operations of such Seller or Subsidiary of a Seller, (iii) the Sellers or their Subsidiaries or any of their respective representatives to pay any commitment or other fee or incur any other Liability in connection with the Debt Financing that is not reimbursed by Purchaser, (iv) the board of directors or similar governing body of any Seller or Subsidiary of a Seller, prior to the Closing, to adopt resolutions approving, or otherwise approve, the agreements, documents or instruments pursuant to which the Debt Financing is made, (v) the Sellers or their Subsidiaries to provide any access or information if (A) doing so would reasonably be expected to violate any fiduciary duty, applicable law or existing Contract to which a member of the Sellers or their Subsidiaries is party (B) doing so would reasonably be expected to result in the loss of the ability to successfully assert attorney-client, work product or similar privileges; provided that the Sellers and their Subsidiaries shall use reasonable best efforts to make appropriate substitute arrangements under circumstances in which the foregoing restrictions do not apply, or (C) in a format or presentation not consistent with Seller's current practices (vi) cooperation that would violate, or result in the waiver of any benefit under this Agreement, any other material Contract (not entered in contemplation hereof) or any Law to which the Sellers or their Subsidiaries are a party or (vii) the Sellers or their Subsidiaries or any of their respective representatives to prepare or provide (and Purchaser shall be solely responsible for) pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information in connection with the Debt Financing; provided that the Sellers and their Subsidiaries and their respective representatives shall reasonably assist Purchaser in the preparation of such pro forma financial information.

(d) All non-public information regarding Sellers provided to Purchaser, its Affiliates, its Debt Financing Sources, or its Advisors pursuant to this Section 6.14 shall be kept confidential by them in accordance with the Confidentiality Agreement or confidentiality provisions comparable to those set forth in the Confidentiality Agreement. None of Sellers shall be required to disclose any information that is subject to attorney-client or similar privilege. None of Sellers shall be required to take any action pursuant to this Section 6.14 that would subject it to actual or potential Liability for which it would not be indemnified hereunder or to bear any cost or expense or to pay any commitment or other fee or provide or agree to provide any indemnity in connection with the Debt Financing. Purchaser shall indemnify and hold harmless the Seller Parties from and against any and all Liabilities, suffered or incurred by them in connection with this Section 6.14 and any information utilized in connection therewith, in each case, except such Liabilities suffered or incurred as a result of such Person's gross negligence, willful misconduct or willful breach of this Agreement, in each case, as determined by a final, non-appealable decision

of a court of competent jurisdiction. Purchaser shall, promptly upon request by CTI, reimburse Sellers for all reasonable and documented out-of-pocket costs incurred by them in connection with their complying with their obligations under this Section 6.14.

(e) Notwithstanding this Section 6.14 or anything else in this Agreement, Purchaser acknowledges and agrees that (i) it is not a condition to the Closing or to any of Purchaser's other obligations under this Agreement that the Purchaser obtain financing for or related to any of the Transaction (including all or any portion of the Debt Financing). The Parties agree that this Section 6.14 (and not Section 6.7 or Section 6.8) sets forth Sellers' sole obligations with respect to the Debt Financing and (ii) the condition set forth in Section 7.2(b), as it applies to Sellers' obligations under this Section 6.14, shall be deemed satisfied unless the Debt Financing has not been obtained as a direct result of Sellers' knowing and material willful breach of their obligations under this Section 6.14.

6.15 Title Insurance Policies; Memoranda of Lease; Estoppel Certificates. The Sellers and their Subsidiaries shall cooperate reasonably with Purchaser in Purchaser's efforts to (i) obtain any commitments, reports or policies of title insurance with respect to any Owned Real Property or Leased Real Property, including by providing affidavits, indemnities and other similar instruments reasonably required by the applicable title insurance companies in connection therewith, which affidavits, indemnities, and instruments shall not expand any representation or warranty, or any remedy or Liability, of any Party and (ii) place each Lease of record, including by executing and delivering and using commercially reasonable efforts to cause the landlord or other counterparty under such Lease to execute and deliver a memorandum of such Lease (as well as the applicable Assignment and Assumption of Lease or a memorandum thereof) in a form appropriate for recordation in the applicable jurisdiction; provided that Purchaser shall be responsible for all recording costs and any applicable transfer or conveyance taxes (or similar taxes) payable in connection with the recordation of any memorandum of a Lease other than any such items which are not payable as a result of the exemption available under Section 1146(a) of the Bankruptcy Code. The Sellers and their Subsidiaries shall use commercially reasonable efforts to cause the landlord or other counterparty under each Lease to execute and deliver (for the benefit of Purchaser and its financing sources) within thirty (30) days prior to the Closing an estoppel certificate in a form that is reasonably satisfactory to Purchaser.

6.16 Seller Joinder. Following the date hereof, at Purchaser's request, CTI or the other Sellers shall promptly cause the UK Seller, the Germany Seller or the Singapore Seller, to the extent such Person is designated as a Seller in accordance with any DLR Transaction and is not already a Seller hereunder, to execute and deliver to the other Parties hereto a joinder to this Agreement in the form attached hereto as Exhibit I (each, a "Seller Joinder") and, from and after the delivery of such Seller Joinder, such UK Seller, Germany Seller or Singapore Seller (as applicable) shall be deemed to be a Seller and a Party for such purposes of, and in connection with, the consummation of such DLR Transaction; provided, that such UK Seller, Germany Seller or Singapore Seller (as applicable) will remain a Transferred Subsidiary for all purposes hereof; provided that the Parties acknowledge and agree that the Germany Seller, the Singapore Seller, and the UK Seller are not and shall not in any event be Debtors and, as such, none of the provisions of this Agreement incorporating, applying, or involving the Bankruptcy Code (but only to the extent the Bankruptcy Code is so incorporated, applied, or involved and not otherwise disapplying

such provisions generally) shall apply to the transactions in which the Germany Seller, the Singapore Seller, and the UK Seller directly participate hereunder.

6.17 Confidentiality. The Confidentiality Agreement shall automatically terminate in connection with the Closing without further action by any Party thereto. Following the Closing, each Seller shall, and shall cause the other Seller Parties, to, (i) maintain the confidentiality of, (ii) not use, and (iii) not divulge to any Person (other than its employees and Advisors), any confidential, non-public or proprietary information included in the Acquired Assets or otherwise relating to the business of the Sellers and their Subsidiaries (“Confidential Information”), except to the extent necessary in connection with their winddown, liquidation, and related activities (including Tax Returns and processing of claims in the Bankruptcy Case) and the operation and winddown of any sites governed by any Lease that Purchaser designates for rejection in accordance with Section 1.5(b), with the prior written consent of Purchaser, or as may be required by applicable Law; provided that such Seller Parties shall not be subject to such obligation of confidentiality for Confidential Information that is or becomes generally available to the public without breach of this Agreement by such Seller Party. If any Seller Party shall be required by applicable Law to divulge any Confidential Information, such Seller Party shall provide Purchaser with prompt written notice of each such request so that Purchaser may, at Purchaser’s sole expense, seek an appropriate protective Order or other appropriate remedy, and such Seller Party shall reasonably cooperate with Purchaser to obtain a protective Order or other remedy; provided that, in the event that a protective Order or other remedy is not obtained, such Seller Party shall furnish only that portion of such Confidential Information which, in the opinion of its counsel, such Seller Party is legally compelled to disclose and shall exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information so disclosed.

6.18 DLR Transactions.

(a) UK Transaction.

(i) If a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) that contemplates the consummation of the UK Transaction, then no later than three (3) Business Days prior to the Closing Date, the Sellers shall, and shall cause their relevant respective Subsidiaries to, effect the restructuring transactions set forth on the UK Restructuring Steps Plan attached hereto as Exhibit H (such transactions, the “UK Restructuring Transactions”), reasonably cooperate with Purchaser and its Affiliates in connection therewith, including by providing any reasonably requested information required in connection with the foregoing to Purchaser, its Affiliates and their respective representatives, and, following the UK Restructuring Transactions, at the Closing in accordance with Section 2.3(b), sell, transfer, assign, convey, and deliver to the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) all shares of capital stock or other Equity Interests of any entity formed (and to which the designated assets and liabilities were transferred) pursuant to the UK Restructuring Transactions free and clear of any Encumbrances (other than Encumbrances arising under applicable securities Laws), on the terms and subject to the conditions set forth herein (the “UK Transaction”), in exchange for the payment and delivery of the UK Consideration

Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) to the UK Seller.

(ii) In connection with the consummation of the UK Transaction, Sellers shall, and shall cause their relevant respective Subsidiaries to use their commercially reasonable efforts to obtain all applicable third-party consents or approvals and send any applicable notices, in each case, reasonably required to effect the UK Transaction. Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the UK Transaction (the “UK Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Sellers with respect to any UK Document made in good faith shall be reflected in the finalized UK Documents, and the relevant Parties shall each cooperate with each other in respect thereof. The UK Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the UK Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized UK Documents shall promptly be provided to Purchaser upon its execution.

(b) Germany Transaction.

(i) If a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) that contemplates the consummation of the Germany Transaction, then the Sellers shall cause the Germany Seller to, at the Closing in accordance with Section 2.3(b), enter into the Germany Lease Termination Agreements and terminate the leases set forth on Exhibit H hereto between the Germany Seller and the applicable Designee or its Affiliate (such leases, the “Germany Leases”) in exchange for the payment and delivery of the Germany Consideration Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as Designee hereunder) to the Germany Seller (collectively, the “Germany Transaction”).

(ii) In connection with the consummation of the Germany Transaction, Sellers shall, and shall cause their relevant respective Subsidiaries to use their commercially reasonable efforts to obtain all applicable third-party consents or approvals and send any applicable notices, in each case, reasonably required to effect the Germany Transaction. Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the Germany Transaction (the “Germany Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Sellers with respect to any Germany Document made in good faith shall be reflected in the finalized Germany Documents, and the relevant Parties shall each cooperate with each other in respect thereof.

The Germany Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the Germany Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized Germany Documents shall promptly be provided to Purchaser upon its execution.

(c) Singapore Transaction.

(i) If a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) that contemplates the consummation of the Singapore Transaction, then the Sellers shall cause the Singapore Seller to, at the Closing in accordance with Section 2.3(b), (x) enter into the Singapore Lease Termination Agreement(s) and terminate the lease(s) set forth on Exhibit H hereto between the Singapore Seller and the applicable Designee or its Affiliate which are designated for termination (such leases, the “Singapore Leases” and such transactions, the “Singapore Lease Termination”), or (y) sell, transfer, assign, convey, and deliver to Purchaser’s Designee as set forth in the DLR Election Notice the assets and liabilities of the Singapore Seller as set forth on Exhibit H free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances, on the terms and subject to the conditions set forth herein (the “Singapore Asset Sale” and together with the Singapore Lease Termination (if applicable), collectively, the “Singapore Transaction”), in the case of either clause (x) or (y), in exchange for the payment and delivery of the Singapore Consideration Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) to the Singapore Seller.

(ii) In connection with the consummation of the Singapore Transaction, Sellers shall, and shall cause their relevant respective Subsidiaries to use their commercially reasonable efforts to obtain all applicable third-party consents or approvals and send any applicable notices, in each case, reasonably required to effect the Singapore Transaction. Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the Singapore Transaction (the “Singapore Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Sellers with respect to any Singapore Document made in good faith shall be reflected in the finalized Singapore Documents, and the relevant Parties shall each cooperate with each other in respect thereof. The Singapore Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the Singapore Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized Singapore Documents shall promptly be provided to Purchaser upon its execution.

(d) United States Intangibles Transaction.

(i) If a DLR Election Notice contemplating the consummation of the UK Transaction, the Germany Transaction, or the Singapore Transaction is provided by Purchaser in accordance with Section 2.3(b), then, in connection with any of the UK Transaction, the Germany Transaction, or the Singapore Transaction occurring at the Closing in accordance with Section 2.3(b), the Sellers (other than the UK Seller, the Germany Seller and the Singapore Seller) shall, contemporaneously therewith, sell, transfer, assign, convey, and deliver to the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) those rights and entitlements to and under any Contracts, Intellectual Property and other intangible assets that are Acquired Assets solely to the extent relating to, and necessary for the operations of, the assets and liabilities transferred to such Designee in the UK Transaction, the Germany Transaction or the Singapore Asset Sale (in each case, as may be (and solely to the extent) specified on Exhibit H), as applicable (the “US Intangibles Transfer”), in exchange for the payment and delivery of the US Intangibles Consideration Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) to Sellers (other than the UK Seller, the Germany Seller, and the Singapore Seller).

(ii) Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the US Intangibles Transfer (the “US Intangible Transfer Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Seller with respect to any US Intangible Transfer Documents made in good faith shall be reflected in the finalized US Intangible Transfer Documents, and the relevant Parties shall each cooperate with each other in respect thereof. The US Intangible Transfer Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the US Intangible Transfer Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized US Intangible Transfer Documents shall promptly be provided to Purchaser upon its execution.

(e) Notwithstanding anything to the contrary herein (including Section 10.5), Exhibit H and Schedule 9.2 (solely to the extent of the value allocated to the transactions set forth in this Section 6.18) may be amended, modified or supplemented as determined by the Purchaser, subject only to the consent of CTI (such consent not to be unreasonably withheld, conditioned or delayed), from time to time at any time not later than five (5) Business Days prior to the Closing Date.

6.19 Shared Agreements. The Parties acknowledge that certain Available Contracts relate to business conducted at more than one property of a Seller or its Subsidiaries, including Acquired Leased Real Property, Owned Real Property or leased real property of an Acquired Entity, or otherwise relating to a Shared Customer Contract (as defined in the Specified Agreement) (each, together with any applicable related Contracts between any Seller and the applicable counterparty, a “Shared Agreement”). From and after the date hereof, if requested by

Purchaser in writing, the Parties will act in good faith and use commercially reasonable efforts to obtain from the applicable counterparty to each Shared Agreement written consent (if required) to separate Shared Agreements each into two or more separate Contracts (each, a “Separated Agreement”) and to separate such Shared Agreements, effective as of the Closing, with each such Separated Agreement covering a separate property included in the Acquired Assets. Prior to the separation of such Shared Agreement each of the Parties will cooperate in good faith in negotiating with the applicable counterparty to achieve at the Closing or as promptly as practicable thereafter the separation of rights and obligations contemplated by this Section 6.19, in each case if the consent of or notice to such counterparty is required pursuant to the applicable Shared Agreement. The Parties will also use their respective commercially reasonable efforts to cause and facilitate each Separated Agreement to: (i) be separate and independent from Separated Agreements of another Party, a Designee or their respective Affiliates and (ii) not contain any cross default, set-off, joint or continuing liability, or similar provisions that can be triggered under other Separated Agreements of another Party, a Designee or their respective Affiliates. Notwithstanding this Section 6.19 or anything else in this Agreement, Purchaser acknowledges and agrees that it is not a condition to the Closing or to any of Purchaser’s other obligations under this Agreement that the Parties obtain any Separated Agreements. The Parties agree that this Section 6.19 (and not Section 6.7 or Section 6.8) sets forth Sellers’ sole obligations with respect to the potential Separated Agreements and (ii) the condition set forth in Section 7.2(b), as it applies to Sellers’ obligations under this Section 6.19, shall be deemed satisfied unless the failure to obtain a material number of Separated Agreements is a direct result of Sellers’ uncured breach of their obligations under this Section 6.19.

6.20 DLR Closing Distributions. From and after the date hereof, each of the Sellers, the UK Seller, the Germany Seller, the Singapore Seller, and each of their respective Subsidiaries shall use reasonable best efforts to take, or cause to be taken, subject to compliance with applicable Law, any and all such actions as may be necessary or desirable (including approving the relevant book accounts and distributable profits on a prospective basis, taking into account the DLR Transactions) to ensure that, promptly following the consummation of any DLR Transaction (to the extent applicable), each of the UK Seller, the Germany Seller, and the Singapore Seller will, and will be authorized and permitted to, distribute, to the maximum extent permitted by Law and without limitation of the Sellers’ obligations pursuant to Section 6.7(b), the portion of the Aggregate DLR Consideration Amount received by each of the UK Seller, the Germany Seller, or the Singapore Seller, as applicable, in connection with the consummation of any DLR Transaction to any Seller(s) other than the UK Seller, the Germany Seller and the Singapore Seller. In furtherance of the foregoing, at the Closing as set forth in Section 2.3(b), each of the UK Seller, the Germany Seller, and the Singapore Seller shall distribute to the maximum extent permitted by Law, the portion of the Aggregate DLR Consideration Amount received by each of the UK Seller, the Germany Seller, or the Singapore Seller, as applicable, in connection with the consummation of any DLR Transaction to any Seller(s) designated by CTI (other than the UK Seller, the Germany Seller and the Singapore Seller). Without limitation of Sellers’ obligations hereunder, Purchaser and its applicable Designee(s) shall reasonably cooperate with Sellers with respect to Sellers’ implementation of the provisions of this Section 6.20, and Sellers’ shall reasonably consult with Purchaser in determining the portion, if any, of the Aggregate DLR Consideration Amount permitted to be distributed by Law and the determination of any withholding Taxes that may be imposed in connection with such distribution.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Seller. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by CTI (on behalf of each of the Sellers) and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) the expiration or termination of any required waiting period (and any extensions thereof, including any agreement or commitments with any Governmental Body to delay consummation of the Transaction (e.g., timing agreements)) under the HSR Act or any other Antitrust Law set forth in Schedule 7.1 applicable to the Transactions, and the receipt of any required approval related to the Transactions under any Antitrust Law set forth in Schedule 7.1;

(b) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Closing that is continuing in effect;

(c) the Bankruptcy Court shall have entered the Confirmation Order approving the Plan, which Confirmation Order shall be a Final Order and which shall be in all respects consistent with the terms of this Agreement and otherwise satisfactory to Purchaser (with respect to all provisions of the foregoing that relate to or affect Purchaser, this Agreement, or the Transactions), and no Order staying, reversing, modifying or amending the Confirmation Order shall be in effect on the Closing Date, and which Plan shall be in all respects consistent with the terms of this Agreement and otherwise satisfactory to Purchaser (with respect to all provisions of the foregoing that relate to or affect Purchaser, this Agreement, or the Transactions);

(d) the Effective Date of the Plan shall have occurred (which may be contemporaneous with the Closing); and

(e) the CCAA Court shall have pronounced the CCAA Orders, which CCAA Orders shall each be a Final Order and in all respects consistent with the terms of this Agreement and otherwise satisfactory to Sellers and, solely with respect to the Purchaser, this Agreement, or the Transactions, Purchaser, and no Order staying, setting-side, reversing, modifying or amending the CCAA Orders shall be in effect on the Closing Date.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties made by Sellers in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date, except (A) that representations and warranties that are made as of a specified date need be true and correct in all respects only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates (without giving

effect to any limitation as to “materiality,” “material adverse effect,” “Material Adverse Effect” or similar qualifiers contained therein (other than “material weaknesses” in Section 3.5(b) and the word “Material” when used in the instances of the defined terms “Material Contract,” and “Material Supplier”)) has not had a Material Adverse Effect and (ii) the representations and warranties set forth in Section 3.1 (Organization and Qualification) (other than Section 3.1(b)), Section 3.2 (Authorization of Agreement), Section 3.3 (Equity Interests of Acquired Entities), Section 3.4 (Conflicts; Consents) (solely with respect to clause (i) thereof), Section 3.6(b) (Absence of Certain Changes or Developments), Section 3.9(e) (Title to Properties; Sufficiency of Tangible Assets) (solely with respect to the last sentence thereof) and Section 3.20 (Brokers) (collectively, the “Fundamental Representations”) shall be true and correct in all respects (except for any *de minimis* inaccuracy therein) as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct in all respects (except for any *de minimis* inaccuracy therein) only as of such date.

(b) Compliance with this Agreement. Sellers shall have performed or complied with, in all material respects, all of the obligations and covenants required to be performed or complied with by the Sellers under this Agreement on or prior to Closing.

(c) Closing Certificate. Purchaser shall have received on and as of the Closing Date a certificate of an authorized officer of the Sellers confirming that the conditions set forth Section 7.2(a), Section 7.2(b) and Section 7.2(d) have been satisfied.

(d) No Material Adverse Effect. Since the date hereof, there shall not have occurred a Material Adverse Effect.

(e) Certain Documents. Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4; provided, that the sole remedy of Purchaser for the failure by the Sellers to provide to Purchaser the documentation described in Section 2.4(i) shall be to withhold Taxes from the consideration otherwise payable pursuant to this Agreement in accordance with Section 2.7.

(f) Acquired Entities Financing Encumbrances. Each of the applicable Acquired Entities shall have obtained a complete, irrevocable and unconditional release in a form satisfactory to Purchaser from all Encumbrances in connection with the Term Loan Facilities, Revolving Credit Facility, Bridge Facility and DIP Facility (each as defined in the Final DIP Order) to the extent such Acquired Entity has granted or incurred any Encumbrance in connection therewith.

(g) All Material Contracts and Acquired Leases designated for assumption and assignment by Purchaser pursuant to Section 1.1(a), Section 1.1(e), Section 1.5(b) or Section 1.5(c), as applicable, shall have been assigned by the applicable Seller to Purchaser or its Designee pursuant to sections 105, 365 and 1123(b)(2) of the Bankruptcy Code, and all Cure Costs shall have been paid by the applicable Seller in full.

7.3 Conditions Precedent to the Obligations of Seller. The obligations of the Sellers to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written

waiver by CTI (on behalf of each of the Sellers) in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Purchaser in Article IV shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (other than representations and warranties that are made as of a specified date, which shall be true and correct in all material respects only as of such date), except where the failure of such representations or warranties to be so true and correct (without giving effect to any limitation as to “materiality,” “material adverse effect,” “Material Adverse Effect” or similar qualifiers contained therein) has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser’s ability to consummate the Closing.

(b) Compliance with this Agreement. Purchaser shall have performed or complied with, in all material respects, all of the obligations and covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date.

(c) Closing Certificate. Seller shall have received on and as of the Closing Date a certificate of an authorized officer of Purchaser confirming that the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied.

(d) Certain Documents. Purchaser shall have delivered, or caused to be delivered, to the Sellers all of the items set forth in Section 2.5.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing.

ARTICLE VIII TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 8.1, and in no other matter:

(a) by the mutual written consent of CTI (on behalf of the Sellers) and Purchaser;

(b) by written notice of either Purchaser or CTI (on behalf of the Sellers) to the other, if there is in effect any Law or Order enacted or issued by a Governmental Body of competent jurisdiction that restrains, enjoins, declares unlawful or otherwise prohibits the consummation of the Closing or declaring unlawful the Transactions, and such Law or Order has become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party’s (or, in the case of CTI, any other Seller’s) failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser or CTI (on behalf of the Sellers), if the Closing shall not have occurred on or before the date that is four (4) months following the date hereof (the “Outside Date”) (or such later date as provided in Section 10.12); provided that if as of

the Outside Date any of the conditions set forth in Section 7.1(a), or Section 7.1(b) or if, in the case of Section 7.1(b), the prohibition or restraint relates to or arises under any Antitrust Law have not been satisfied but all other conditions set forth in Sections 7.2 and 7.3 shall have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but provided that such conditions shall then be capable of being satisfied if the Closing were to take place on such date), then the Outside Date shall be automatically extended to June 30, 2024 and such date shall become the Outside Date for purposes of this Agreement; provided, further, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's (or, in the case of CTI, any other Seller's) failure to perform any of its obligations under this Agreement;

(d) by written notice from CTI (on behalf of the Sellers) to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied; provided that (i) if such breach is curable by Purchaser (other than a breach or failure by Purchaser to close when required pursuant to Section 2.3) then CTI (on behalf of the Sellers) may not terminate this Agreement under this Section 8.1(d) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after CTI notifies Purchaser of such breach and (ii) CTI's (on behalf of the Sellers) right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to CTI at any time that any Seller is in breach of, any covenant, representation or warranty hereunder such that the conditions in Section 7.2 cannot be satisfied;

(e) by written notice from Purchaser to CTI (on behalf of the Sellers), upon a breach of any covenant or agreement on the part of the Sellers, or if any representation or warranty of the Sellers will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by the Sellers (other than a breach or failure by Sellers to close when required pursuant to Section 2.3) then Purchaser may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies CTI (on behalf of the Sellers) of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Purchaser at any time that Purchaser is in breach of, any covenant, representation or warranty hereunder such that the conditions in Section 7.3 cannot be satisfied;

(f) by written notice from CTI (on behalf of the Sellers) to Purchaser, if (i) all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but provided that such conditions shall then be capable of being satisfied if the Closing were to take place on such date) or waived, (ii) CTI (on behalf of the Sellers) has delivered written notice to Purchaser that it is ready, willing and able to complete the Closing on such date and throughout the four (4) Business Day period following delivery of such notice and (iii) Purchaser fails to complete the Closing at the time required by Section 2.1;

(g) by written notice from CIT (on behalf of Sellers) to Purchaser, if any Seller or the board of directors (or similar governing body) of any Seller determines in good faith after

consultation with its financial advisors and outside counsel that that proceeding with the Transaction or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties under the applicable Law;

(h) by written notice of either Purchaser or CTI (on behalf of the Sellers), if (i) any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser, (ii) the Bankruptcy Court approves an Alternative Transaction, or (iii) the Sellers consummate an Alternative Transaction;

(i) by written notice from Purchaser to CTI (on behalf of the Sellers), if any of the Bankruptcy Cases is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the affairs or reorganization of any of the Sellers is appointed in any of the Bankruptcy Cases;

(j) by written notice from Purchaser to CTI (on behalf of the Sellers), if (i) Sellers withdraw or seek to withdraw any motion seeking approval of this Agreement and the Transactions or file any motion seeking approval of an Alternative Transaction, (ii) the Confirmation Order, in form and substance satisfactory to the Purchaser, is not entered by the Bankruptcy Court on or before November 17, 2023, (iii) the CCAA Orders, in form and substance satisfactory to the Purchaser, are not entered by the CCAA Court on or before November 24, 2023, or (iv) an Order, in form and substance satisfactory to Purchaser, approving the Breakup Fee and the Expense Reimbursement is not entered by the Bankruptcy Court on or before November 17, 2023; or

(k) by written notice from Purchaser to CTI (on behalf of the Sellers), if (i) any of the Acquired Entities commences a voluntary case under any Bankruptcy Law, consents to the entry of an Order for relief in an involuntary case under any Bankruptcy Law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or similar official for an Acquired Entity or all or any portion of its assets or property or effects any assignment for the benefit of creditors, or (ii) any court of competent jurisdiction enters a decree or Order for relief in respect of any Acquired Entity in any involuntary case under any Bankruptcy Law or for the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official for an Acquired Entity or any of its property or assets or for any winding up or liquidation of an Acquired Entity, in each case without the prior written consent of Purchaser.

8.2 Effect of Termination.

(a) In the event of termination of this Agreement in accordance with Article VIII, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers, equityholders or representatives will have any Liability under this Agreement; provided that Section 2.2, Section 6.2(b), Section 6.14(d), this Section 8.2, and, to the extent necessary to effectuate the foregoing enumerated provisions, Article X and Article XI, shall survive any such termination; provided further that nothing in this Section 8.2 will be deemed to interfere with the Sellers' rights to retain the Deposit to the extent provided in Section 2.2(b).

(b) Notwithstanding Section 8.2(a), if this Agreement is terminated pursuant to Sections 8.1(e), 8.1(g), 8.1(h), 8.1(i), 8.1(j) or 8.1(k) (or by the Sellers pursuant to Section 8.1(c)

in circumstances where Purchaser would be entitled to terminate this Agreement pursuant to Sections 8.1(e), 8.1(h), 8.1(i), 8.1(j) or 8.1(k)), then CTI (on behalf of the Sellers) shall pay (or cause to be paid) to Purchaser by wire transfer of immediately available funds within three (3) Business Days following such termination of this Agreement an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Purchaser or its Affiliates in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount shall not exceed \$7,750,000 (“Expense Reimbursement”).

(c) Notwithstanding Section 8.2(a), in consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Sellers, if this Agreement is terminated pursuant to Sections 8.1(e), 8.1(g), 8.1(h), 8.1(i), 8.1(j)(i) or 8.1(k) (or by the Sellers pursuant to Section 8.1(c) in circumstances where Purchaser would be entitled to terminate this Agreement pursuant to Sections 8.1(e), 8.1(h), 8.1(i), 8.1(j)(i) or 8.1(k)), CTI (on behalf of the Sellers) shall pay (or cause to be paid) to Purchaser (or, at the option of Purchaser, a Designee) a break-up fee in an amount equal to \$23,250,000 (the “Breakup Fee”); provided that the Breakup Fee shall be payable by wire transfer of immediately available funds within three (3) Business Days of the termination of this Agreement, or, solely in the event this Agreement is terminated pursuant to Sections 8.1(g), 8.1(h) or 8.1(j)(i) because of an Alternative Transaction, by wire transfer of immediately available funds contemporaneously with the closing of such Alternative Transaction (including any Alternative Transaction that includes a credit bid under Section 363(k) of the Bankruptcy Code or any other form of equalization or non-cash consideration). Each of the Parties acknowledges and agrees that (i) the agreements contained in this Section 8.2 are an integral part of this Agreement, (ii) in the absence of CTI’s (on behalf of the Sellers) obligations to make these payments Purchaser would not have entered into this Agreement, (iii) the Breakup Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense claims pursuant to sections 105(a), 364(c)(1), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code and such allowed superpriority administrative expense claim shall be superior in priority to all other similarly situated claims asserted or allowed in the Bankruptcy Cases, and (iv) the Expense Reimbursement and the Breakup Fee are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Purchaser in the circumstances in which the Expense Reimbursement or Breakup Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone by Purchaser while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. Each Seller acknowledges and agrees that such Seller shall be jointly and severally liable for the entire Breakup Fee and the Expense Reimbursement amounts payable by CTI (on behalf of the Sellers) pursuant to this Agreement. The obligations of the Sellers to pay the Breakup Fee or the Expense Reimbursement shall survive the termination of this Agreement.

(d) Subject in all cases to Section 10.12, prior to the Closing, in the event of any breach by Seller of this Agreement, the sole and exclusive monetary remedy of Purchaser shall be to terminate this Agreement in accordance with Section 8.1 and, if applicable, to receive the Expense Reimbursement or the Breakup Fee, as applicable, in accordance with Section 8.2.

(e) Subject in all cases to Section 10.12, the Sellers acknowledge and agree that, prior to the Closing, the Sellers' right (if any) to retain the Deposit pursuant to Section 2.2(b) shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of the Sellers against Purchaser and any of its former, current or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents or any of the Debt Financing Related Parties for any Liability, damage or other loss resulting from the termination of this Agreement, breach of any representation, warranty, covenant or agreement contained herein or the failure of the Transactions to be consummated, and prior to the Closing, none of the Sellers nor any of their Affiliates shall have any other remedy or cause of action against Purchaser or any of its former, current or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents or any of the Debt Financing Related Parties, and, prior to the Closing, none of the foregoing shall have any further Liability or obligation, in each case, arising out of or relating to this Agreement or the Transactions. For the avoidance of doubt, prior to the Closing, but subject to Section 10.12, the maximum Liability of Purchaser under this Agreement shall not exceed the Deposit, other than any amounts payable by Purchaser pursuant to Section 6.14(d).

ARTICLE IX TAXES

9.1 Transfer Taxes.

(a) Any sales, consumption, use, excise, GST/HST, value added, registration, real property, transfer, deed, fixed asset, stamp, documentary stamp or other similar Taxes and recording charges (including all related interest, penalties, and additions to any of the foregoing) payable solely by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the Transactions and imposed under applicable Law in connection with the Transactions (but excluding any Tax on, based upon or measured by, net income, receipts, gains or profits) (collectively, the "Transfer Taxes") shall be borne one hundred percent (100%) by Purchaser, and Purchaser shall timely file all required Tax Returns related to, any Transfer Taxes with the appropriate Taxing Authority.

(b) Purchaser shall prepare all necessary Tax Returns and other documentation in connection with the payment or administration of any Transfer Taxes, and, at the request of Purchaser, each Seller (or the applicable Affiliate of any Seller) shall execute all Tax Returns and other documents as may reasonably be required to be provided or filed in connection therewith. Each of the Sellers, Purchaser and their respective Affiliates shall use commercially reasonable efforts (i) to cooperate to ensure that all Tax Returns related to Transfer Taxes are timely filed and (ii) to mitigate the imposition of any Transfer Taxes in a manner consistent with this Agreement, including any claim for exemption or exclusion from the application or imposition of any such Transfer Taxes (whether by application of Section 1146(a) of the Bankruptcy Code or otherwise). If the Parties agree that the election is available in respect of the disposition of Acquired Assets by a Canadian Seller, then, at Purchaser's request, such Canadian Seller and Purchaser will complete and sign on or before the Closing Date, a joint election under subsection 167(1) of the ETA and under any corresponding provision of provincial Law, to have the sale of the Canadian Assets take place on a GST/HST free basis under the ETA and, if applicable, the corresponding provision of provincial Law. Purchaser will file the election or elections with the appropriate Governmental

Body in Canada within the time prescribed under the ETA or, if applicable, other applicable Tax Law in Canada.

(c) If any of the Canadian Sellers and Purchaser do not jointly elect under subsection 167(1) of the ETA and under any corresponding provincial Law, at Purchaser's request, such Canadian Seller shall issue an invoice to Purchaser and such invoice shall include all of the information required under subsection 169(4) of the ETA and the corresponding provision under provincial Law.

(d) If required under section 187 of the *Provincial Sales Tax Act* (British Columbia) or a corresponding provision of the Law of another Canadian province, a Seller shall obtain and provide to Purchaser on or prior to Closing, the applicable certificate issued by the appropriate Taxing Authority indicating that the Seller has paid all provincial sales Tax owing under the *Provincial Sales Tax Act* (British Columbia) or the corresponding provincial sales Tax or retail sales Tax Law of another province in respect of its business up to the Closing Date (a "Clearance Certificate"). If an applicable Seller does not provide to Purchaser a Clearance Certificate that is required to be obtained under applicable Law prior to Closing, such applicable Seller will, as promptly as possible following Closing, provide such Clearance Certificate to Purchaser.

(e) Each Canadian Seller shall, if requested by Purchaser, jointly elect with Purchaser in prescribed form and within the prescribed time under section 22 of the ITA and the corresponding provisions of applicable provincial Tax statutes in respect of any accounts receivable transferred by such Canadian Seller pursuant to this Agreement. Each such Canadian Seller and Purchaser agrees to execute and file all necessary documents and instruments to give effect to the elections referred to in this Section 9.1(e).

9.2 Allocation of Purchase Price. For all applicable Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the Purchase Price for applicable Tax purposes) among the Acquired Assets, which, in the case of any allocation for U.S. federal (and applicable state and local) income Tax purposes, shall be consistent with the requirements of Section 1060 of the Tax Code and the regulations promulgated thereunder and any similar provision of applicable Tax Law and in accordance with Section 1.5(i)(vi), Schedule 9.2 and the Intended Tax Treatment. To the extent permitted by applicable Law, (i) the amount payable in respect of any Acquired Entity in respect of which an election is made pursuant to Section 338(g) of the Tax Code shall be subject to a separate Section 1060 allocation and, (ii) without limitation of the foregoing, the amounts paid to Sellers by any Designee in respect of the Acquired Assets and Assumed Liabilities transferred to such Designee shall be subject to one or more separate Section 1060 allocations in respect of the set of Acquired Assets purchased by each such Designee. As soon as commercially practicable, but no later than forty-five (45) days following the determination of the final Purchase Price pursuant to Section 2.6, Purchaser shall provide a proposed allocation (the "Allocation") to CTI setting forth the allocation of the Purchase Price (and other amounts treated as part of the Purchase Price for applicable Tax purposes) among the Acquired Assets for Sellers' review and comment. All reasonable comments provided by CTI to Purchaser with respect to the draft Allocation shall be considered by Purchaser in good faith, and the Parties shall negotiate in good faith to resolve any dispute with respect to any changes proposed by CTI with respect to the Allocation. Sellers

and Purchaser acknowledge and agree that a preliminary Allocation may be necessary on a timeframe that is faster than the timeframe set forth above in order to comply with applicable Transfer Tax and withholding Tax obligations, and the Sellers and Purchaser shall cooperate in good faith to agree upon a preliminary Allocation for such purposes. If any item on the Allocation is disputed by a Seller in good faith, the Parties shall negotiate in good faith to resolve any such dispute prior to the Closing Date. If the Parties cannot resolve any disputed item, the item in question shall timely be referred to, and resolved by, the Independent Accountant in accordance with the procedures set forth in Section 2.6(b), *mutatis mutandis*. The Parties and their respective Affiliates shall file all Tax Returns in accordance with the Allocation (as finally agreed upon between the Parties under this Section 9.2) and shall not take any Tax related action inconsistent therewith, in each case, unless otherwise required by a “determination” within the meaning of section 1313(a) of the Tax Code and analogous provisions of applicable Tax Law.

9.3 Cooperation.

(a) Purchaser and Sellers shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns, and any Action, audit, litigation, or other proceeding with respect to Taxes, in the review of any Applicable Seller Prepared Return or Straddle Period Return under Section 9.4(a) and Section 9.4(b), and in connection with any dispute resolution relating to an Applicable Seller Prepared Return or Straddle Period Return under Section 9.4(c). In connection therewith, each Party shall provide the other Party and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, and other documents (for the purpose of examining and copying) relating to Taxes of, or with respect to, the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities, in each case, with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of such other Party for the purpose of better understanding the books and records. Unless otherwise consented to in writing by Purchaser, Sellers will not, for a period ending upon the earlier of (i) of three (3) years following the Closing Date and (ii) the closing of the Bankruptcy Case, destroy, alter or otherwise dispose of any of Tax books and records without first offering to surrender to the Purchaser such Tax books and records or any portion thereof that Sellers may intend to destroy, alter or dispose of.

(b) Sellers shall, (i) if requested in writing by Purchaser, within sixty (60) days following the Closing, make, to the extent permitted by Law, an election to close the taxable year of any Acquired Entity formed outside of the United States as of the end of the day on the Closing Date, in accordance with the procedures set forth in Treasury Regulations Section 1.245A-5(e)(3)(i) and (ii) if requested in writing by Purchaser within thirty (30) days following the Closing, make, to the extent permitted by Law, a “check the box” election to treat any of the Acquired Entities formed outside of the United States as a disregarded entity for U.S. federal income tax purposes effective prior to the Closing; provided that no “check the box” election shall be made to the extent it would reasonably be expected to have a non-*de minimis* and adverse effect on Sellers without the prior written consent of Sellers (such consent not to be unreasonably withheld, delayed or conditioned).

(c) The Sellers shall cooperate with Purchaser in providing all information requested by Purchaser in respect of any applicable Seller's GST/HST registration, and each other registration for each provincial sales Tax statute for which such Seller is registered.

9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Sellers shall prepare and timely file, in a manner consistent with past practice except as otherwise required by applicable Law, (i) all Tax Returns with respect to the Acquired Assets for any Tax period ending on or before the Closing Date (other than Tax Returns of the Acquired Entities that are due, including applicable extension, after the Closing Date) (the "Applicable Seller Prepared Returns") and (ii) all income Tax Returns of Sellers. Sellers shall provide Purchaser with a draft of all Applicable Seller Prepared Returns at least thirty (30) days prior to the filing of any such Tax Return to the extent such Applicable Seller Prepared Returns relate to any Acquired Assets or any Assumed Liability. Except if referred to dispute resolution under Section 9.4(c), Sellers shall incorporate any changes reasonably requested by Purchaser with respect to such Tax Returns (for the avoidance of doubt, any changes the absence of which could adversely affect Purchaser, including in the determination of the final Purchase Price pursuant to Section 2.6, shall be considered reasonably requested by Purchaser). Sellers shall be responsible for paying any Taxes reflected on any Tax Return that Sellers are obligated to prepare and file under this Section 9.4(a) other than any Assumed Liability and Purchaser shall be responsible for paying any Taxes reflected on any such Tax Return that is an Assumed Liability.

(b) Purchaser shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets (including the Acquired Entities) for any Tax period beginning before and ending after the Closing Date and (ii) all Tax Returns of the Acquired Entities for taxable periods ending on or before the Closing Date that are due, including applicable extensions, after the Closing Date. Purchaser shall prepare such Tax Returns consistent with past practice except as otherwise required by applicable Law, and shall provide Sellers or their successors in rights, as applicable, with a draft of such Tax Returns at least thirty (30) days prior to the filing of any such Tax Return to the extent any Seller or its successor in rights could reasonably be expected to be liable for any such Taxes under this Agreement. Except if referred to dispute resolution under Section 9.4(c), Purchaser shall incorporate any changes reasonably requested by Sellers with respect to such Tax Returns (for the avoidance of doubt, any changes the absence of which could adversely affect Sellers, including in the determination of the final Purchase Price pursuant to Section 2.6, shall be considered reasonably requested by Sellers). Purchaser shall be responsible for paying any Taxes reflected on any Tax Return that Purchaser is obligated to prepare and file under this Section 9.4(b) to the extent constituting an Assumed Liability (including, for the avoidance of doubt, all such Taxes of the Acquired Entities).

(c) If any item on an Applicable Seller Prepared Return or a Tax Return prepared by Purchaser under Section 9.4(b) is disputed by the non-preparing party in good faith, the Parties shall negotiate in good faith to resolve any such dispute prior to the date on which the relevant Tax Return is required to be filed. If the Parties cannot resolve any disputed item, the item in question shall timely be referred to, and resolved by, the Independent Accountant in accordance with the procedures set forth in Section 2.6(b), *mutatis mutandis*. The preparing party shall, after prior reasonable consultation with the non-preparing party (or its designated successor), be

permitted to file the Tax Return as previously prepared (reasonably taking into account the non-preparing party's comments), and the relevant Tax Return shall thereafter be adjusted (or amended, if previously filed) to reflect its resolution under this Section 9.4(c).

(d) Purchaser shall not file any amendment to any previously filed Tax Return that has the effect of increasing any Tax that is payable or otherwise borne by Sellers. Purchaser shall be permitted to make an election under Section 338(g) of the Tax Code with respect to any or all of the Acquired Entities.

9.5 Tax Sharing Agreements. On or before the Closing Date, Sellers shall take all actions as may be necessary to terminate all Tax sharing agreements or arrangements (whether written or otherwise), if any, to which any Acquired Entity, on the one hand, and any Seller (or any Affiliate of any Seller that is not an Acquired Entity), on the other hand, are parties, in each case, in a manner such that after the applicable termination, no Acquired Entity will have any past, present, or future Liability thereunder.Straddle Period Allocations. Any Liability for Taxes attributable to a Straddle Period required to be apportioned under this Agreement shall be apportioned as follows: (a) the amount of property, ad valorem, intangible, and other periodic Taxes allocable to the pre-Closing portion of any Straddle Period shall be equal to (i) the amount of such Taxes for the entire Straddle Period multiplied by (ii) a fraction, the numerator of which is the number of calendar days during the Straddle Period that are in the pre-Closing portion of such Straddle Period and the denominator of which is the number of calendar days in the entire Straddle Period; and (b) all Taxes not allocated under clause (a) shall be allocated to the pre-Closing portion of any Straddle Period on the basis of a "closing of the books," as if such taxable period ended as of the end of the day on the Closing Date; provided that, exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on the Closing Date and the period beginning after the Closing Date in proportion to the number of calendar days in each period; provided that, for the avoidance of doubt, nothing contained in this Section 9.6 shall be construed so as to cause an Assumed Liability to become an Excluded Liability or *vice versa*.

9.7 Tax Treatment. The Parties intend the Transactions to constitute "applicable asset acquisitions" (within the meaning of Section 1060(c) of the Tax Code) pursuant to which the Purchaser (or each of Purchaser and one or more of its Designees, with, for clarity, such Designee being treated as the direct "purchaser" in the "applicable asset acquisition") acquired the entirety of the "trade or business" (within the meaning of Section 1060 of the Tax Code) in respect of which the applicable Acquired Assets and Assumed Liabilities (including, for this purpose, in respect of the Leases subject to Section 1.5(i)) relate, including all "amortizable section 197 intangibles" (within the meaning of Treasury Regulations Section 1.197-2(d)), or rights to use or interests (including beneficial or other indirect interests) in such "amortizable section 197 intangibles" and that no interest in any such "amortizable section 197 intangibles" be treated as having been retained by the Sellers or their Affiliates (the "Intended Tax Treatment"). No Party shall take any position inconsistent with the Intended Tax Treatment on any Tax Return or otherwise, except as otherwise required by a final "determination" (within the meaning of Section 1313 of the Tax Code and analogous provisions of applicable Law).

ARTICLE X MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance at or after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for the applicable statute of limitations plus sixty (60) days, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and the Seller Parties acknowledge and agree, on their own behalf, and with respect to Purchaser, and on behalf of the Purchaser Group that the agreements contained in this Section 10.1 require performance after the Closing to the maximum extent permitted by applicable Law and, if no term is specified, will survive the Closing for the applicable statute of limitations plus sixty (60) days. Purchaser on behalf of itself and the other members of the Purchaser Group hereby waives all rights and remedies with respect to any environmental, health or safety matters, including those arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any other Environmental Laws, relating to this Agreement or the Transactions.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including Section 1.5, Section 1.7, Section 6.18 and Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) all fees and expenses in connection with any filing or submission required under the HSR Act and the Antitrust Laws or other regulations set forth in Schedule 7.1 will be allocated pursuant to Section 6.4, (b) all Transfer Taxes will be allocated pursuant to Section 9.1 and (c) all Cure Costs will be allocated pursuant to Section 5.2.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail upon confirmation of receipt or, if receipt is not confirmed, delivery by another method permitted by this Section 10.3, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

c/o Brookfield Asset Management Inc.
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Fred Day
Michael Rudnick
Email: fred.day@brookfield.com
michael.rudnick@brookfield.com

with a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Edward T. Ackerman
Jacob A. Adlerstein
Brian S. Hermann
Email: eackerman@paulweiss.com
adlerstein@paulweiss.com
bhermann@paulweiss.com

Notices to Sellers:

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Suite 900
Coral Gables, Florida 33134
Attention: Victor Semah, Chief Legal Counsel
E-mail: victor.semah@cyxtera.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Christopher Marcus, P.C.
Derek Hunter
Steve Toth
Email: christopher.marcus@kirkland.com
derek.hunter@kirkland.com
steve.toth@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Confirmation Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that, subject to Section 1.7, neither this Agreement nor any of the rights or

obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and CTI (on behalf of the Sellers), and any attempted assignment or delegation without such prior written consent shall be null and void; provided further that Purchaser may, without the consent of the Sellers, assign all or any portion of its rights or obligations hereunder to any of the Debt Financing Sources pursuant to the terms of the Debt Financing for purposes of creating a security interest herein or otherwise assigning as collateral security in respect of the Debt Financing; provided further that Purchaser may, without the consent of the Sellers, assign all or any portion of its rights or obligations hereunder to a Designee in accordance with Section 1.7.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and CTI (on behalf of the Sellers) or (b) waived only in a writing executed by the Party (or, in the case of any Seller, CTI) against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided in Section 10.7, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 6.13, the directors and officers referred to therein; (ii) for purposes of Section 10.7, the Non-Party Affiliates, and (iii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the other Transaction Agreement to which Purchaser or the Sellers are party, may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the “Contracting Parties”). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or Debt Financing Related Party to, any of the foregoing (the “Non-Party Affiliates”), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or Affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the other Transaction Agreements or based on, in respect of, or by reason of this Agreement or the other Transaction Agreements or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance

upon any Non-Party Affiliates with respect to the performance of this Agreement or the other Transaction Agreements to which the Sellers are party or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the other Transaction Agreements. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 10.7 and Section 10.21. Nothing in this Agreement (including this Section 10.7 or Section 10.12(b)) will limit the rights of the parties to the Equity Commitment Letter (or CTI as an intended third party beneficiary of the Equity Commitment Letter solely to the extent set forth therein) but subject to the terms and conditions thereof.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction, unless the severance of any such provision from the remainder of this Agreement would change the economic substance of the Agreement as a whole in a manner that is materially adverse to any Party (and such change is not waived in writing by such affected Person (or, in the case of any Seller, CTI)); provided that the economic substance of the Agreement as a whole shall be deemed to be affected in a manner materially adverse to the Parties if Section 8.2(c) or Section 10.12 is held to be prohibited or invalid.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules to the extent the relevance of such disclosure to such other section of the Schedules or such other representation or warranty set forth in this Agreement is reasonably apparent on the face of such disclosure. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in

the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance.

(a) The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (i) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any Action, in each case in accordance with Section 10.13, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (x) for the period during which such Action is pending, plus ten (10) Business Days or (y) by such other time period established by the court presiding over such Action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty made by any Seller herein.

(b) Notwithstanding anything herein to the contrary, it is hereby acknowledged and agreed that the Sellers shall be entitled to an injunction or injunctions, specific performance or other equitable relief, to cause Purchaser to cause the Equity Financing to be funded or to consummate the Closing if, and only if, (i) Purchaser is required to complete the Closing pursuant to Section 2.3 and Purchaser fails to complete the Closing by the date the Closing is required to have occurred pursuant to Section 2.3, and (ii) the Sellers have confirmed in writing to Purchaser that, if specific performance is granted and the Equity Financing is funded, then the Closing will occur substantially simultaneously therewith.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY

AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right to Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement.

10.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto or thereto or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.17 Publicity. No Party (including for avoidance of doubt, any Designee) shall, and each Party shall cause its Affiliates not to, issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of Purchaser and CTI, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser (or its Designee) or CTI (on behalf of the Sellers), as applicable, disclosure is otherwise required of such Party (its Affiliates or any Designee) by or advisable under applicable Law or by the Bankruptcy Court or CCAA Court with respect to filings to be made with the Bankruptcy Court or CCAA Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser, any Designee or any Seller (or their respective Affiliates) lists securities or is otherwise consistent with customary reporting obligations of Purchaser or its Designee (or their respective Affiliates); provided that the Party

intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court or CCAA Court requirement, to the extent reasonably practicable under the circumstances, to consult with each of the other Parties (or, in the case of the Sellers, CTI) with respect to the form and text thereof. Notwithstanding any of the foregoing, Purchaser (or its applicable Designee) shall at all times be entitled to provide (in a non-public manner) general information concerning the Transactions to its direct or indirect investors, limited partners, prospective investors, Advisors or the Debt Financing Related Party, for the purpose of fundraising, marketing or reporting or informational activities, in each case, without obtaining the prior approval of any other Party, so long as such Persons have an obligation to maintain the confidentiality of such information and Purchaser (or its applicable Designee) shall be liable for their failure to do so. No Party (or its applicable Designee) shall be required to obtain any prior written approval or otherwise comply with this Section 10.17 to the extent any proposed release or announcement is consistent with and not containing more non-public information than has previously been made public without breach of the obligations under this Section 10.17. All publicity concerning the Transactions shall be jointly planned, coordinated, approved and released by the Parties; provided, however, that nothing herein shall prohibit either Party (or a Designee) from making any press release (other than the initial press release) or disclosure as may be permitted pursuant to this Section 10.17, so long as such press release or public disclosure is (a) to the extent reasonably practicable under the circumstances, jointly coordinated and discussed by the Parties (acting reasonably and in good faith) and (b) consistent with and no more expansive than prior disclosures made in accordance with Section 10.17. Notwithstanding the foregoing, the initial press release in respect of the Transactions shall be issued on the date hereof and shall be in the form mutually agreed by the Parties in writing.

10.18 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer Laws except Permitted Post-Closing Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Confirmation Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

10.19 Release.

(a) Effective upon the Closing Date, each Seller on behalf of itself and its Affiliates and its respective directors, officers, control persons (as defined in Section 15 of the Securities Act or Section 20 of the Exchange Act), members, employees, agents, attorneys, financial advisors, consultants, legal representatives, shareholders, partners, estates, successors and assigns solely in their capacity as such, and any of their respective agents, attorneys, financial advisors, legal advisors, Affiliates, directors, managers, officers, control persons, shareholders, members or employees, in each case, solely in their capacity as such (each a “Related Party” and collectively, the “Related Parties”) acknowledges that it has no claim, counterclaim, setoff, recoupment, Action or cause of action of any kind or nature whatsoever against Purchaser or its Related Parties that directly or indirectly arises out of, is based upon, or is in any manner connected with any transaction, event, circumstances, action, failure to act or occurrence of any sort or type in connection with the Transactions, the Acquired Assets or Assumed Liabilities, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was

taken or begun prior to the consummation of the Transactions (any and all such direct or derivative claims, collectively, the “Seller Released Claims”); and, should any Seller Released Claims nonetheless exist, each Seller on behalf of itself and its Related Parties hereby (i) releases and discharges Purchaser and its Related Parties from any Liability whatsoever on such Seller Released Claims that directly or indirectly arises out of, is based upon, or is in any manner connected with any such transaction, event, circumstances, action, failure to act or occurrence of any sort or type, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was taken or begun prior to the consummation of the Transactions, and (ii) releases, remises, waives and discharges all such Seller Released Claims against Purchaser and its Related Parties; provided that nothing herein shall release Purchaser or a Seller of its obligations under this Agreement or the other Transaction Agreements.

(b) Effective upon the Closing Date, Purchaser on behalf of itself and its Affiliates acknowledges that it has no claim, counterclaim, setoff, recoupment, Action or cause of action of any kind or nature whatsoever against any Seller that directly or indirectly arises out of, is based upon, or is in any manner connected with any transaction, event, circumstances, action, failure to act or occurrence of any sort or type in connection with the Transactions, the Acquired Assets or Assumed Liabilities, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was taken or begun prior to the consummation of the Transactions (any and all such direct or derivative claims, collectively, the “Purchaser Released Claims”); and should any Purchaser Released Claim nonetheless exist, each Purchaser on behalf of itself and its Affiliates hereby (i) releases and discharges each Seller from any Liability whatsoever on Purchaser Released Claims that directly or indirectly arises out of, is based upon, or is in any manner connected with any such transaction, event, circumstances, action, failure to act or occurrence of any sort or type, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was taken or begun prior to the consummation of the Transactions contemplated hereunder, and (ii) releases, remises, waives and discharges all such Purchaser Released Claims against each Seller; provided that nothing herein shall release a Purchaser or a Seller of its obligations under this Agreement or the other Transaction Agreements.

(c) Without limiting in any way the scope of the release contained in this Section 10.19 and effective upon the Closing Date, each Seller, to the fullest extent allowed under applicable Law, hereby waives and relinquishes all statutory and common law protections purporting to limit the scope or effect of a general release, whether due to lack of knowledge of any claim or otherwise, including, waiving and relinquishing the terms of any Law which provides that a release may not apply to material unknown claims. Each Seller hereby affirms its intent to waive and relinquish such unknown claims and to waive and relinquish any statutory or common law protection available in any applicable jurisdiction with respect thereto.

10.20 Sellers’ Representative. Each Party agrees that CTI has the power and authority to unilaterally act on behalf of all or any of the Sellers for the purposes of this Agreement and the other Transaction Agreements. Such power will include the power to make all decisions, actions, Consents and determinations on behalf of the Sellers, including to make any waiver of any Closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by CTI on behalf of the Sellers. Purchaser and its Affiliates may rely exclusively,

without independent verification or investigation, upon all decisions, communications or writings made, given or executed by CTI on behalf of the other Seller in connection with this Agreement, the other Transaction Agreements and the Transactions. Purchaser shall be entitled to disregard any decisions, communications or writings made, given or executed by any Seller in connection with this Agreement, the other Transaction Agreements and the Transactions unless the same is made, given or executed by CTI on behalf of the Sellers. Notwithstanding anything to the contrary set forth herein, Purchaser and its Affiliates shall not be liable for any Liability to any Person, including any Seller, for any action taken or not taken by CTI on behalf of the Sellers or for any act or omission taken or not taken in reliance upon the actions taken or not taken or decisions, communications or writings made, given or executed by CTI on behalf of the Sellers.

10.21 Debt Financing Sources. Notwithstanding anything in this Agreement to the contrary, each Seller on behalf of itself, its Subsidiaries and each of its controlled Affiliates hereby: (a) agrees that any proceeding, whether in law or in equity, whether in contract or in tort or otherwise, involving the Debt Financing Related Parties, arising out of or relating to, this Agreement, the Debt Financing or any of the agreements entered into in connection with the Debt Financing or any of the Transactions or thereby or the performance of any services thereunder shall be subject to the exclusive jurisdiction of any federal or state court in the Borough of Manhattan, New York, New York, so long as such forum is and remains available, and any appellate court thereof and each party hereto irrevocably submits itself and its property with respect to any such proceeding to the exclusive jurisdiction of such court, (b) agrees that any such proceeding shall be governed by the Laws of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the Laws of another state), except as otherwise provided in the applicable definitive document relating to the Debt Financing, (c) agrees not to bring or support or permit any of its controlled Affiliates to bring or support any proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Related Party in any way arising out of or relating to, this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than any federal or state court in the Borough of Manhattan, New York, New York, (d) agrees that service of process upon the Sellers or their controlled Affiliates in any such proceeding shall be effective if notice is given in accordance with this Section 10.21, (e) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding in any such court, (f) knowingly, intentionally and voluntarily waives to the fullest extent permitted by applicable law trial by jury in any proceeding brought against the Debt Financing Related Parties in any way arising out of or relating to, this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, (g) agrees that none of the Debt Financing Related Parties will have any Liability to the Seller or any of its Affiliates (for the avoidance of doubt, in each case, other than (x) Purchaser and its permitted assigns in connection with the commitment letter governing the Debt Financing or the definitive agreements governing the Debt Financing and (y) Purchaser and its Subsidiaries following the Closing) relating to or arising out of this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in Contract or in tort or otherwise (except, after giving effect to the Closing, to the Acquired Entities in accordance with the definitive agreements entered into with respect to the Debt Financing) and (h) agrees that Debt Financing Sources are express third party beneficiaries of, and may enforce, any of the provisions of this Section 10.21, and that such

provisions of this Section 10.21 and the definitions of “Debt Financing Sources” and “Debt Financing Related Parties” (and any other provisions of this Agreement to the extent a modification thereof would directly affect the substance of any of the foregoing) shall not be amended in any way adverse to the Debt Financing Related Parties without the prior written consent of the Debt Financing Sources. This Section 10.21 shall, with respect to the matters referenced herein, supersede any provision of this Agreement to the contrary. Notwithstanding the foregoing, nothing in this Section 10.21 shall in any way limit or modify (i) the rights and obligations of Purchaser and its Affiliates under this Agreement or (ii) any Debt Financing Related Parties’ obligations to, and the corresponding rights in connection therewith of, Purchaser or any of their Affiliates (following the Closing, including the Acquired Entities) under the commitment letter governing the Debt Financing or the definitive agreements governing the Debt Financing.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, third-party mediation, audit, or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(b) “Adjustment Amount” means (a) the Working Capital Overage, if any, minus (b) the Working Capital Underage, if any; plus (c) the Cash Amount; plus (d) the Factoring Facility Payoff Amount.

(c) “Adjustment Escrow Amount” means thirty million United States dollars (\$30,000,000).

(d) “Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(e) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person; provided that any “portfolio company” (as such term is commonly understood in the private equity industry) of any investment fund affiliates of any Person (and any investment fund affiliates of any Person) shall not be considered an “Affiliate” of such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, the Acquired Entities will be Affiliates of Sellers until Closing and Affiliates of Purchaser after Closing.

(f) “Aggregate DLR Consideration Amount” means the sum of (i) the UK Consideration Payment, (ii) the Germany Consideration Payment, and (iii) the Singapore Consideration Payment, in each case, to the extent applicable.

(g) “AlixPartners” means AlixPartners, LLP.

(h) “Alternative Transaction” means (i) any investment in, financing of, capital contribution or loan to or restructuring or recapitalization of Sellers or any of their respective direct or indirect Subsidiaries (including any exchange of all or a substantial portion of Sellers’ or any of their respective Affiliates’ outstanding debt obligations for equity securities of Sellers or any of their respective Affiliates), (ii) any merger, consolidation, share exchange or other similar transaction to which Sellers or any of their respective Affiliates is a party that has the effect of transferring, directly or indirectly, any non-*de minimis* portion of the Acquired Assets, or any issuance, sale or transfer of Equity Interests in, Sellers or the Acquired Entities, (iii) any direct or indirect sale of any non-*de minimis* portion of the Acquired Assets of, or any issuance, sale or transfer of Equity Interests in, Sellers or the Acquired Assets or (iv) any other transaction, including a plan of liquidation or agreement with a liquidation firm (or consortium) for the orderly liquidation of the Sellers, all or any non-*de minimis* portion of the Acquired Assets (other than any wind-down or similar plan or transaction or dismissal with respect to the sale of Excluded Assets) or reorganization (in any jurisdiction, whether domestic, foreign, international or otherwise), in each instance that transfers or vests ownership of, economic rights to, or benefits in any portion of the Acquired Assets to any party other than Purchaser or a Designee.

(i) “Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act, the U.K. Bribery Act, any national and international Law enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, or any other applicable anti-corruption or anti-bribery Law.

(j) “Antitrust Law” means the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, and all other Laws, in any jurisdiction, whether domestic or foreign, in each case that are designed or intended to (i) prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition, or the creation or strengthening of a dominant position through merger or acquisition, or (ii) restrict, govern, control or regulate foreign investment or participation, including foreign direct investment (FDI), and similar Laws (expressly excluding CFIUS).

(k) “Auction” shall have the meaning ascribed to such term in the Bidding Procedures Order.

(l) “Avoidance Actions” means any and all avoidance, recovery, subordination, preference, transfer at undervalue, or other claims, Actions, or remedies which any of the Debtors under the Bankruptcy Case, the Debtors, their estates in the Bankruptcy Cases, or any other appropriate parties in interest have asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state, federal or foreign statutes and common law.

(m) “Bankruptcy Law” means the Bankruptcy Code, CCAA, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or other similar debtor relief Laws of the United States or any other applicable jurisdiction from time to time in effect.

(n) “Bidding Procedures Order” means the Bankruptcy Court’s *Order (I) Approving the Bidding Procedures, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180].

(o) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York or Toronto, Ontario, Canada are authorized or required by Law to be closed.

(p) “Business Employee” means each employee of any of the Sellers or any Acquired Entity.

(q) “Canadian Assets” means the Acquired Assets of the Canadian Sellers being purchased by the Purchaser pursuant to this Agreement.

(r) “Canadian Sellers” means Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, and Cyxtera Canada TRS, ULC.

(s) “Cash Amount” means the aggregate amount (expressed in United States dollars) as of immediately prior to the Closing:

(i) only to the extent remaining as an asset of the Acquired Entities as of the Closing, of the Acquired Entities’ cash (including checks and deposits in transit, demand deposits, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities, and any other cash equivalents to the extent convertible to cash within 30 days, whether on hand, in transit, in banks or other financial institutions, or otherwise held; plus

(ii) the Acquired Cash Collateral and any cash collateral held by or any behalf of any Acquired Entity as security for any utilities-related Liabilities (including deposits for electricity, telephone or other utilities) of the Acquired Entities, in each case, solely to the extent (A) a corresponding current liability is included in the definition of Working Capital in respect of such specific cash collateral and (B) such cash collateral amount is actually collected (without needing to be replaced) or applied for credit on invoices by Purchaser or its Affiliates in cash within the seventy five (75) day period following the Closing Date; plus

(iii) to the extent that Sellers pay any or all of the accrued key employee retention incentive obligations contemplated by clause (iii) of Section 6.3(d) that are due and owing prior to the Closing Date in accordance with the applicable key employee

retention plan, an amount equal to the amount of such paid obligations not to exceed \$2,660,000 in the aggregate;

provided that (X) the Cash Amount shall be reduced by any Restricted Cash of the Acquired Entities and (Y) for clarity, the Cash Amount shall not include the Aggregate DLR Consideration Amount paid to any Acquired Entity or one of its Affiliates; provided further that notwithstanding anything to the contrary contained herein, in no event shall the “Cash Amount” be included in the amount of current assets with respect to Working Capital.

(t) “Cash and Cash Equivalents” means all of Sellers cash (including checks and deposits in transit, demand deposits, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities, and any other cash equivalents whether on hand, in transit, in banks or other financial institutions, or otherwise held.

(u) “CCAA” means the *Companies’ Creditors Arrangement Act* (R.S.C., 1985, c. C-36).

(v) “CCAA Court” means the Court of King’s Bench of Alberta under Court File No. 2301-07385 with respect to the CCAA Proceeding.

(w) “CCAA Orders” means a Canadian recognition Order of the Confirmation Order and a Canadian vesting Order for the benefit of the Purchaser with respect to the Canadian Assets, both as granted by the CCAA Court in the CCAA Proceeding pursuant to the CCAA, in each case in form and substance reasonably acceptable to the Purchaser solely with respect to all provisions of the foregoing that relate to the Purchaser, this Agreement, or the Transactions. Any form of CCAA Orders that is or will be filed, or any amendments to such order, shall be in form and substance acceptable to the Sellers, and with respect to provisions of the CCAA Orders that relate to Purchaser, this Agreement, or the Transactions, Purchaser.

(x) “Closing Working Capital” means the Working Capital as of immediately prior to the Closing.

(y) “COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Tax Code and any similar state Law.

(z) “Company Systems” means any and all computer systems, servers, hardware systems, Software, websites, databases, routers, hubs, switches, circuits, networks, data communication lines, workstations, and other information technology systems, infrastructure and equipment owned, leased or licensed by Seller or any of its Subsidiaries.

(aa) “Confidentiality Agreement” means that certain letter agreement, dated as of May 11, 2023, by and between CTI and Brookfield Special Investments LLC (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms).

(bb) “Confirmation Order” means an order of the Bankruptcy Court, approving the proposed Transactions and the Plan pursuant to sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in form and substance reasonably acceptable to the Sellers and, with respect to provisions of the Confirmation Order that relate to Purchaser, this Agreement, or the Transactions, including any amendments thereto, whether before or after such documents and pleadings have been filed with or approved by the Bankruptcy Court, Purchaser. Any form of Confirmation Order that is or will be filed, and any amendments to such order, shall be in form and substance acceptable to the Sellers, and with respect to provisions of the Confirmation Order that relate to Purchaser, this Agreement, or the Transactions, Purchaser.

(cc) “Consent” means any approval, consent, ratification, clearance, non-action, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(dd) “Contract” means any contract, indenture, note, bond, lease, sublease, license, mortgage, agreement, guarantee, or other agreement that is legally binding upon a Person or its property.

(ee) “COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

(ff) “Debt Financing Related Parties” means the Debt Financing Sources and their respective Affiliates and each of their respective successors and assigns, together with each of their respective officers, directors, employees, partners, controlling persons, advisors, attorneys, agents and representatives and each of their respective successors and assigns; provided that none of the Purchaser, the Seller nor any Affiliate of the Purchaser or the Seller, as applicable, shall constitute a “Debt Financing Source” or a “Debt Financing Related Party.”

(gg) “Debt Financing Sources” means the arrangers or lenders party to the commitment letter in respect of the Debt Financing that have committed to Purchaser or its Affiliates to provide Debt Financing subject to the conditions set forth in such commitment letter.

(hh) “DLR Closing Proceeds” means the actual aggregate cash amount distributed by the UK Seller, the Germany Seller, and the Singapore Seller to one or more of the Sellers pursuant to and in accordance with Section 6.20; for the avoidance of doubt, not including any amounts that are required to be withheld in respect of Taxes under applicable Law from any such distributions by the UK Seller, the Germany Seller, or the Singapore Seller.

(ii) “Documents” means all of Sellers’ written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

(jj) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, license, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, covenants, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(kk) “Environmental Laws” means all Laws concerning pollution, human health or safety (solely to the extent relating to exposure of any natural Person to Hazardous Materials), or protection of the environment as enacted and in effect as of the date hereof.

(ll) “Equipment” means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, supply inventory, vehicles and all other fixed assets.

(mm) “Equity Interests” means, with respect to a Person, any membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or equity appreciation rights, phantom stock rights or other similar rights) or ownership interests of such Person, or any securities (including debt securities or other Indebtedness) exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, partnership interests, capital stock or other equity securities or ownership interests of such Person (or otherwise constituting an investment in such Person).

(nn) “ETA” means Part IX of the *Excise Tax Act* (Canada) (R.S.C., 1985, c. E-15), as amended, and the regulations promulgated thereunder.

(oo) “Exchange Act” means the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(pp) “Excluded Data Center Contracts” means, in the event that the transactions contemplated by the Specified Agreement are consummated in accordance therewith prior to the Closing, the “Assigned Contracts” as defined in and only to the extent defined in the Specified Agreement (other than to the extent constituting Shared Customer Contracts (as defined therein) and the rights, remedies and defenses related thereto and set forth in Section 6.4 thereof).

(qq) “Factoring Facility” means collectively, (i) the Purchase and Sale Agreement, dated as of August 31, 2022, by and among Cyxtera Communications, LLC (“Communications”), Cyxtera Federal Group Inc., and Cyxtera Receivables Holdings, (ii) the Receivables Purchase Agreement, dated as of August 31, 2022, by and among Communications, as servicer, PNC Bank National Association, as administrative agent and PNC Capital Markets LLC, as structuring agent and (iii) the other documentation executed in connection therewith or related thereto.

(rr) “Factoring Facility Payoff Amount” means an aggregate amount equal to (i) \$37,500,000 plus (ii) any remaining required amounts (including breakage, termination and other similar costs and expenses) due and owing pursuant to the terms and conditions of, the Factoring Facility upon its termination in accordance with Section 6.7(b) hereof.

(ss) “Final DIP Order” means that certain final order (i) authorizing the Debtors to obtain postpetition financing, (ii) authorizing the Debtors to use cash collateral, (iii) granting liens and providing superpriority administrative expense claims, (iv) granting adequate protection, (v) modifying the automatic stay, and (vi) granting related relief entered on July 19, 2023 in the Bankruptcy Cases [Docket No. 297].

(tt) “Final Order” means an Order entered by the Bankruptcy Court or other court of competent jurisdiction (including the CCAA Court or any other non-U.S. court): (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the Order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending

(uu) “Foreign Representative” means Cyxtera Technologies, Inc.

(vv) “Fraud” means an act committed by (a) Sellers, in the making to Purchaser the representations and warranties in Article III or in the certificate delivered pursuant to Section 2.4(l) or (b) Purchaser, in the making to the Sellers the representations and warranties in Article IV or in the certificate delivered pursuant to Section 2.5(k), in any such case, with intent to deceive another party hereto, or to induce such other party to enter into this Agreement and requires (i) a false representation of material fact made in such representation; (ii) with knowledge that such representation is false; (iii) with an intention to induce the party to whom such representation is made to act or refrain from acting in reliance upon it; (iv) causing that party, in justifiable reliance upon such false representation, to take or refrain from taking action; and (v) causing such party to suffer damage by reason of such reliance, which together constitutes common law fraud under Delaware Law (and does not include any fraud claim based on constructive knowledge, negligent misrepresentation, recklessness or a similar theory).

(ww) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(xx) “Germany Consideration Payment” has the meaning set forth on Exhibit H.

(yy) “Germany Lease Termination Agreements” means the termination agreements in respect of the Germany Leases in the form attached hereto as Exhibit H, in each case, effective on or prior to the Closing.

(zz) “Germany Seller” means Cyxtera Germany GmbH.

(aaa) “Government Official” means an employee, officer, or representative of, or any Person otherwise acting in an official capacity for or on behalf of a Governmental Body, whether elected or appointed, including an officer or employee of a state-owned or state-controlled enterprise, a political party, political party official or employee, candidate for public office, or an officer or employee of a public international organization (such as the World Bank, United Nations, International Monetary Fund, or Organization for Economic Cooperation and Development).

(bbb) “Governmental Authorization” means any Permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(ccc) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency, tribunal, board or political subdivision thereof of any nature, whether foreign, federal, provincial, territorial, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(ddd) “GST/HST” means the goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

(eee) “Hazardous Material” means any material, substance or waste that is defined as “hazardous” or “toxic” under Environmental Laws due to its dangerous or deleterious properties or characteristics, including petroleum products or byproducts, friable asbestos, per- and polyfluoroalkyl substances or polychlorinated biphenyls.

(fff) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

(ggg) “Independent Accountant” means RSM US, LLP, or if RSM US, LLC declines to accept engagement hereunder, such other nationally or regionally recognized certified public accounting firm, valuation firm, or firm that practices in purchase price dispute resolution as is reasonably acceptable to Purchaser and Sellers.

(hhh) “Intellectual Property” means any and all intellectual property and other proprietary rights in any jurisdiction throughout the world, whether registered or unregistered including any and all inventions, patents (and all divisions, reissues, continuations, continuations-in-part), industrial designs, trademarks, service marks, corporate names or trade names, logos, trade dress, works of authorship, copyrights, mask works, domain names, social media accounts, Software, data and databases, trade secrets and know-how, applications and registrations for and goodwill associated with any of the foregoing and rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation of any of the foregoing.

(iii) “International Trade Laws” means any of the following: (a) any Laws concerning the importation of merchandise or items (including technology, services, and Software), including to those administered by U.S. Customs and Border Protection or the U.S.

Department of Commerce, (b) any Laws concerning the exportation or re-exportation of items (including technology, services, and Software), including to those administered by the U.S. Department of Commerce or the U.S. Department of State, or (c) any economic sanctions administered by the United States (including but those administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”) and the U.S. State Department), the United Nations, Canada, the European Union, or the United Kingdom.

(jjj) “IRS” means the U.S. Internal Revenue Service and any Governmental Body succeeding to the functions thereof.

(kkk) “ITA” means the *Income Tax Act* (Canada), as amended, and the regulations promulgated thereunder.

(lll) “Knowledge of Seller,” “Knowledge of Sellers,” or words of like import means the actual knowledge of each of Mitchell Fonseca, Carlos Sagasta, and Victor Semah after reasonable inquiry of their reports.

(mmm) “Law” means any federal, national, state, provincial, territorial, county, municipal, provincial, local, foreign or multinational, statute, constitution, common law, ordinance, code, Order, rule, regulation or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body of competent jurisdiction.

(nnn) “Lease” means any lease, license, concession or other agreement (written or oral) pursuant to which any Seller or any Subsidiary thereof holds any Leased Real Property, and all amendments, renewals, guaranties, assignments and other agreements relating thereto, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller or any of its Subsidiaries.

(ooo) “Leased Real Property” means, collectively, all right, title and interest of the Sellers and their Subsidiaries in and to any real property that any Seller or Subsidiary thereof leases, licenses or otherwise uses or occupies or has the right to use or occupy.

(ppp) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller or Subsidiary thereof and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

(qqq) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, Tax, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(rrr) “Material Adverse Effect” means any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had or would reasonably be expected to have a material adverse effect on (x) the Acquired Assets and Assumed Liabilities, taken as whole, or the results of operations or condition (financial or otherwise) of the Acquired Assets and Assumed Liabilities, taken as a whole, or (y) the Sellers’ ability to consummate the Closing; provided that solely for purposes of the foregoing clause (x), no Effect shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect, to the extent relating to any Effect in, arising from or relating to (i) general business or economic conditions affecting the industry in which Sellers and their Subsidiaries operate or their respective business is conducted; (ii) national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, Equipment or personnel of the United States or of any other country; (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, other act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including COVID-19) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) the decline or rise in price of any currency or any Equipment or supplies necessary to or used in the provision of services by Sellers or their Subsidiaries; (v) financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (vi) changes in, GAAP or the interpretation thereof occurring after the date of this Agreement; (vii) changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to or any changes in policy or practices of any Governmental Body regarding) any of the foregoing, in each case occurring after the date of this Agreement; (viii)(A) the taking of any action required by this Agreement (other than pursuant to Section 6.1) or at the written request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, or (C) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or its Affiliates or Purchaser’s or its Affiliates’ plans with respect to the Acquired Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Sellers or their Subsidiaries with employees, customers, lessors, suppliers, vendors, or other commercial partners (other than for purposes of any representation or warranty set forth in Section 3.4 or the conditions set forth in Section 7.2 with respect to such representation or warranty, in either case, to the extent such representation or warranty addresses the effect of the negotiation, announcement or pendency of this Agreement of the Transactions); (ix) any seasonal fluctuations in the business of the Sellers or their Subsidiaries; (x) any failure, in and of itself, to achieve any budgets, Projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business; provided that the underlying cause(s) of such failure may

be taken into account in determining whether a Material Adverse Effect has occurred; (xi) any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing thereof or any breach by Purchaser of this Agreement; (xii) any material breach by Purchaser of this Agreement; or (xiii)(A) the commencement or pendency of the Bankruptcy Cases; (B) any objections in the Bankruptcy Court or the CCAA Court to (1) this Agreement or any of the Transactions, (2) the Plan or the Confirmation Order or the CCAA Order, or the reorganization or liquidation of Sellers or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or the CCAA Court or any actions or omissions of Sellers required thereby; provided that any adverse Effects resulting or arising from the matters described in clauses (i) through (vii) and (ix) above may be taken into account in determining whether there has been a Material Adverse Effect to the extent only to the extent, that they have had or would reasonably be expected to have a disproportionate effect on Sellers and their Subsidiaries in the aggregate relative to participants of similar size and scope in the industries and geographic areas in which the Sellers and their Subsidiaries operate.

(sss) “Open Source Software” means software or other material that is distributed as “free software,” “open source software” or under similar licensing or distribution terms (including any license approved by the Open Source Initiative and listed at opensource.org/licenses).

(ttt) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body of competent jurisdiction, including any Order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Confirmation Order) or any Order entered by the CCAA Court in the CCAA Proceeding (including the CCAA Orders).

(uuu) “Ordinary Course” means the ordinary and usual course of operations of the business conducted by Sellers and their Subsidiaries, taken as a whole consistent with past practice, taking into account the preparation, commencement and pendency of the Bankruptcy Cases.

(vvv) “Organizational Documents” means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as bylaws, a partnership agreement, an operating, limited liability or members agreement or a stockholders’ agreement or any other similar agreement).

(www) “Owned Intellectual Property” means any and all Intellectual Property owned or purported to be owned by any Seller or any of its Subsidiaries, including the Acquired Intellectual Property.

(xxx) “Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, currently owned by a Seller or any Subsidiary thereof.

(yyy) “Permits” means all licenses, permits, registrations, certifications, agreements, authorizations, Orders, certificates, qualifications, waivers, approvals, permissions, authorizations, and exemptions pending with or issued by Governmental Bodies.

(zzz) “Permitted Encumbrances” means (i) Encumbrances for utilities and Taxes (A) which are not yet due and payable, (B) that are being contested in good faith by appropriate proceedings or (C) the nonpayment of which is permitted or required by the Bankruptcy Code, in each case, for which adequate reserves have been established in accordance with GAAP, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets (other than Intellectual Property) which do not, individually or in the aggregate, materially adversely affect the operation of the applicable Acquired Assets and, in the case of Owned Real Property or Leased Real Property, which do not, individually or in the aggregate, materially adversely affect the use or occupancy of the applicable Owned Real Property or Leased Real Property as it relates to the operation of the Acquired Assets, (iii) in the case of any Owned Real Property or Leased Real Property, applicable zoning Laws, building codes, land use restrictions, Environmental Laws and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Property, as applicable, (iv) materialmen’s, mechanics’, artisans’, shippers’, warehousemen’s or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) such other non-monetary Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation of the applicable Acquired Assets (other than Intellectual Property), (viii) non-exclusive licenses of Intellectual Property granted in the Ordinary Course, (ix) any Encumbrances set forth on Schedule 11.1(zzz), and (x) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Confirmation Order.

(aaaa) “Permitted Post-Closing Encumbrances” means (a) in the case of any Owned Real Property or Leased Real Property, applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Property, as applicable, (b) non-monetary Encumbrances not violated by Sellers’ current use of the assets or property subject to such Encumbrances, to the extent that the Confirmation Order does not in fact release such Encumbrances upon the Closing, and (c) in the case of any Leased Real Property, any Encumbrances on the interest of the landlord or sublandlord under the applicable Lease or on the underlying fee interest therein.

(bbbb) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, organization, estate, Governmental Body or other entity or group.

(cccc) “Personal Information” means (1) any information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means, including any information that can be used to distinguish or trace an individual’s identity, including name, email address, phone number, social security number, date and place of birth, mother’s maiden name, and (2) any other information that is linked or linkable to an individual, including financial, medical, biometric, and geolocation information.

(dddd) “Plan” means the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 551], dated as of September 24, 2023, and the Plan Supplement, each as may be amended, restated, supplemented, or otherwise modified from time to time, in form and substance reasonably acceptable to the Sellers and with respect to provisions of the Plan and the Plan Supplement that relate to Purchaser, this Agreement, or the Transactions, including any amendments thereto, whether before or after such documents and pleadings have been filed with or approved by the Bankruptcy Court, the Purchaser. Any form of Plan and the Plan Supplement that is or will be filed, or any amendments to such Plan and the Plan Supplement, shall be in form and substance acceptable to the Sellers, and with respect to provisions of the Plan and the Plan Supplement that relate to Purchaser, this Agreement, or the Transactions, the Purchaser.

(eeee) “Privacy Laws” means all Laws or binding standards (including the PCI-DSS Standards) applicable to the operation of each Seller’s and Acquired Entity’s business during the relevant period relating to the Processing of Personal Information.

(ffff) “Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, storage, or alteration, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction.

(gggg) “Purchaser Group” means, with respect to Purchaser, Purchaser, the Investors, any Affiliate of Purchaser (including, following the Closing, the Acquired Entities) or any Investor, any lender or investor of the foregoing and any Affiliate of any such lender or investor, and, in each case of the foregoing, each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(hhhh) “Restricted Cash” means any cash and cash equivalents that (i) are not freely usable because such cash and cash equivalents are subject to restrictions or limitations on use or distribution by Law, Contract or otherwise (including restrictions on dividends or repatriation) or (ii) would be subject to, or otherwise give rise to, Taxes if distributed or repatriated (but then solely an amount equal to the amount of such Taxes shall be Restricted Cash). Without limiting the foregoing, “Restricted Cash” shall include (a) any cash that is subject to restrictions on use by Contract or applicable Law (including security deposits, cash held in escrow or posted for bonds), (b) the amounts of any outstanding checks, drafts and wire transfers at such time, (c) Transaction expenses or Indebtedness paid after the effective date of the Estimated Closing Statement, but prior to the Closing, as calculated in accordance with the Working Capital Methodology, and (d) any marketable securities and other short term investments (including amounts held in brokerage accounts).

(iiii) “Securities Act” means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

(jjjj) “Seller Parties” means each Seller and its former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(kkkk) “Singapore Consideration Payment” has the meaning set forth on Exhibit H.

(llll) “Singapore Lease Termination Agreements” means the termination agreements in respect of the Singapore Leases in the form attached hereto as Exhibit H in each case, effective on or prior to the Closing.

(mmmm) “Singapore Seller” means Cyxtera Singapore Pte. Ltd.

(nnnn) “Software” means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code, human readable form or other form (ii) databases and compilations, whether machine readable or otherwise, (iii) descriptions, flow-charts, instructions and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation, including user manuals and other training documentation, related to any of the foregoing.

(oooo) “Specified Agreement” has the meaning set forth in Schedule (oooo).

(pppp) “Straddle Period” means any taxable period that includes but does not end on the Closing Date.

(qqqq) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by, or the general partner, manager, managing member or similar is or is owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(rrrr) “Tax” or “Taxes” means all U.S. federal, state, provincial, local or non-U.S. taxes including any net income, gross receipts, capital stock, franchise, profits, ad valorem, value added, levies, duties, fees, imposts, import, export, withholding, social security, governmental pension, employment insurance, unemployment, disability, workers compensation, real property, personal property, business, development, occupancy, stamp, excise, occupation, consumption sales, use, transfer, land transfer, conveyance, service, digital service, registration, premium, windfall or excess profits, customs, licensing, surplus, alternative minimum, estimated, GST/HST or other similar tax, including any interest, penalty, fines or addition thereto.

(ssss) “Tax Code” means the United States Internal Revenue Code of 1986, as amended.

(tttt) “Tax Return” means any return, report, election, statement, and any similar filing (including the attached schedules) filed or required to be filed with respect to Taxes, including any information return, claim for refund, or amended return.

(uuuu) “Taxing Authority” means any Governmental Body exercising authority with respect to Taxes or Tax matters.

(vvvv) “Transaction Agreements” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(www) “Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

(xxxx) “UK Consideration Payment” has the meaning set forth on Exhibit H.

(yyyy) “UK Seller” means Cyxtera Technology UK Limited.

(zzzz) “US Intangibles Consideration Payment” has the meaning set forth on Exhibit H.

(aaaaa) “VAT” means (i) value added tax as defined in the Value Added Tax Act 1994; (ii) any Tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); (iii) any Tax computed or charged by reference to use, consumption of goods and services, value added, turnover, sales, use, distribution including provincial sales Taxes, and retail sales Taxes; and (iv) any corresponding Tax or Tax of a similar nature to such Tax referred to in (ii) or (iii) above, in any jurisdiction.

(bbbbb) “Working Capital” means, at any date, (i) the consolidated current assets of Sellers and their Subsidiaries set forth under the heading “Current Assets” on Exhibit F, minus (ii) the consolidated current liabilities of Sellers and their Subsidiaries set forth under the heading “Current Liabilities” on Exhibit F, in each case calculated in accordance with, and including the use of the same line items and line item entries set forth in, Exhibit F and the Working Capital Methodology.

(ccccc) “Working Capital Methodology” means the accounting principles, methods, assumptions, policies, procedures, categorizations and practices set forth on Exhibit F.

(ddddd) “Working Capital Overage” means, when (and only when) the Closing Working Capital is greater than the Working Capital Target, the amount by which the Closing Working Capital is greater than the Working Capital Target.

(eeee) “Working Capital Target” means negative ninety-three million United States dollars \$(93,000,000).

(ffff) “Working Capital Underage” means when (and only when) the Closing Working Capital is less than the Working Capital Target, the amount by which the Closing Working Capital is less than the Working Capital Target.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall.” The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any document or item will be deemed “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement if and only if such document or item is included in the Dataroom prior to 6:00 p.m. Eastern Time on October 31, 2023 through the Closing Date. Sellers will continue to maintain Purchaser’s and its Advisors’ access to the Dataroom, as in effect as of the date hereof, and the Designee Dataroom to Purchaser (and its Designee) through the Closing Date and will also deliver or cause to be delivered to Purchaser, no later than the Closing, two identical encrypted USB devices with the contents of the Dataroom.

(j) Sellers shall provide any document or item that (i) is required to be and is deemed to have been “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement, and (ii)(A) relates to the UK Seller’s “LHR1” data center or (B) is to be

provided to Designee or its Affiliates pursuant to the Germany Lease Termination Agreement or the Singapore Lease Termination Agreements, to the electronic “data room” through www.dfsvenue.com, a website maintained by Sellers (the “Designee Dataroom”) prior to 5:00 p.m. Eastern Time on the date that is five (5) Business Days following the date hereof, which shall be maintained by or on behalf of the Sellers through the Closing Date. In addition, Sellers will provide materials that are required to be provided to Designee pursuant to any other definitive agreements relating to the DLR Transactions in the Designee Dataroom in a timely manner in accordance with such agreements. Sellers will continue to maintain Designee’s and its Advisors’ access to the Designee Dataroom, as in effect as of the date hereof, through the Closing Date and will also deliver or cause to be delivered to Designee, no later than the Closing, two identical encrypted USB devices with the contents of the Designee Dataroom.

(k) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived, but in the case of a Contract required to be made available, only if all such amendments, modifications, supplements or waivers have been made available.

(l) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.


(n) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

**PHOENIX DATA CENTER HOLDINGS
LLC**

By:  _____
Name: Fred Day
Title: Vice President


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLERS:

CYXTERA TECHNOLOGIES, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA TECHNOLOGIES MARYLAND, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA HOLDINGS, LLC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA EMPLOYER SERVICES, LLC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA TECHNOLOGIES, LLC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA FEDERAL GROUP, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA DC PARENT HOLDINGS, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA DC HOLDINGS, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA MANAGEMENT, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA DATA CENTERS, INC.

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA COMMUNICATIONS, LLC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA DIGITAL SERVICES, LLC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA CANADA, LLC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

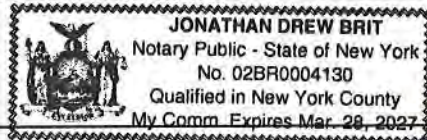
**CYXTERA COMMUNICATIONS CANADA,
ULC**

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

CYXTERA CANADA TRS, ULC

By: 
Name: Eric Koza
Title: Chief Restructuring Officer

This is **Exhibit "D"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



Jonathan D. Brit

A Notary Public in and for the State of New York

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**DECLARATION OF JAMES LEE WITH RESPECT
TO THE TABULATION OF VOTES ON THE SECOND AMENDED JOINT
PLAN OF REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

I, James Lee, depose and say under the penalty of perjury:

1. I am a Vice President of Public Securities Services employed by Kurtzman Carson Consultants LLC (“KCC”), whose main business address is 222 North Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. I am above eighteen years of age, and I am competent to testify. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and my review of relevant documents. I am authorized to submit this declaration (the “Declaration”) on behalf of KCC. If I were called to testify, I could and would testify competently as to the facts set forth herein.

2. I submit this Declaration regarding the solicitation of votes and the tabulation of Ballots cast on the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 551] (as has been amended by the *Third Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 649], and the *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 694], and as may be further revised, supplemented, modified and/or amended from time to time, the “Plan”).²

3. The Court authorized KCC’s retention (a) as claims and noticing agent to the Debtors on June 6, 2023, pursuant to the *Order (I) Authorizing the Appointment of Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief* [Docket No. 67], and (b) as administrative advisor to the Debtors on July 18, 2023, pursuant to the *Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 286] (together, the “Retention Orders”). The Retention Orders authorize KCC to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. KCC and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

4. On September 26, 2023, the Court entered the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation Procedures, (III) the Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [Docket No. 563] (the “Disclosure Statement Order”), establishing, among other things, the Solicitation Procedures. KCC adhered to the procedures outlined in the Disclosure Statement Order, and caused the Ballots to be distributed to parties entitled to vote on the Plan. I supervised the solicitation and tabulation performed by KCC’s employees.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable.

A. Service and Transmittal of Solicitation Packages and Related Information.

5. Pursuant to the Disclosure Statement Order, on September 28, 2023, and from time to time thereafter, KCC caused the Solicitation Packages to be served on all known Holders of Claims in Class 3 (First Lien Claims) and Class 4 (General Unsecured Claims) (together, the “Voting Classes”). In lieu of a Solicitation Package, all known Holders of Claims and Interests in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 8 (Existing Equity Interests) (collectively, the “Non-Voting Classes”),³ and Holders of unclassified Claims, received the Notice of Non-Voting Status, the applicable Opt Out Form, and the Confirmation Hearing Notice. Furthermore, KCC caused the Confirmation Hearing Notice to be served on the creditor matrix and all other parties required to receive such notice pursuant to the Disclosure Statement Order. A certificate of service evidencing the foregoing was filed with the Court on October 12, 2023 [Docket No. 592].

6. On September 28, 2023, KCC posted links to the electronic versions of the Plan, Disclosure Statement, the Disclosure Statement Order, the Cover Letter, the Solicitation Procedures, the Notice of Non-Voting Status, and the Confirmation Hearing Notice on the public access website at www.kccllc.net/cyxtera.

7. On October 2, 2023, the Publication Notice was published in *The New York Times* (national edition) and the *Financial Times* (global edition). Affidavits evidencing the publication of the Publication Notice were filed with the Court on October 3, 2023 [Docket Nos. 572, 573].

8. KCC also forwarded Solicitation Packages and Confirmation Hearing Notices to voting and creditor matrix parties, as applicable, whose packages were returned with a forwarding address or if an alternate address was available. The supplemental certificates of service evidencing

³ Class 5 (Section 510 Claims) does not include any claims and was omitted from service.

the foregoing were filed with the Court on November 11, 2023 [Docket Nos. 682, 683] (together with certificates of service filed on October 12, 2023, and November 11, 2023, the “Solicitation Certificates”).

9. On November 1, 2023, the Debtors filed the *Notice of Sale Transaction* [Docket No. 648]. The *Notice of Sale Transaction* was also served on the Voting and Non-Voting Classes, as applicable, and the certificate of service evidencing the foregoing was filed with the Court on November 12, 2023 [Docket No. 684].

B. The Tabulation Process

10. The Disclosure Statement Order established September 14, 2023 as the Voting Record Date to determine which Holders of Claims and Interests were entitled to receive the Solicitation Package or the Notice of Non-Voting Status and an Opt Out Form, as applicable. Pursuant to the Disclosure Statement Order, Holders of Claims in Class 3 (First Lien Claims) and Class 4 (General Unsecured Claims) were entitled to vote to accept or reject the Plan. No other Classes were entitled to vote on the Plan.

11. In accordance with the Solicitation Procedures, KCC worked closely with the Debtors’ advisors to identify the Holders of Claims in the Voting Classes entitled to vote as of the Voting Record Date, and to coordinate the distribution of Solicitation Packages to such Holders. A detailed description of KCC’s distribution of Solicitation Packages is set forth in the Solicitation Certificates.

12. In accordance with the Solicitation Procedures, KCC received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to KCC was date-stamped, scanned, assigned a Ballot number, entered into KCC’s voting database, and processed. To be included in the tabulation results as valid, a Ballot must have been (a) properly

completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder’s representative), (c) returned to KCC via an approved method of delivery set forth in the Solicitation Procedures unless the delivery method requirement was waived by the Debtors, and (d) received by KCC on or before November 7, 2023, at 4:00 p.m. (prevailing Eastern Time) (the “Voting Deadline”). KCC completed its final tabulation of the Ballots on November 8, 2023, following a complete review and audit of all Ballots received.

13. The final tabulation of votes cast by timely (unless the Debtors directed KCC to count a Ballot received after the Voting Deadline) and properly completed Ballots received by KCC is set forth below:

Total Ballots Received			
Accept		Reject	
Number (% of Number)	Amounts (% of Amount)	Number (% of Number)	Amount (% of Amount)
Class 3 – First Lien Claims			
393 (100%)	\$919,446,609.77 (100%)	0 (0%)	0.00 (0%)
Class 4 – General Unsecured Claims			
61 (95.31%)	\$50,788,075.41 (84.82%)	3 (4.69%)	\$9,091,895.07 (15.18%)

C. Ballots That Were Not Counted

14. A report of any Ballots from parties in the Voting Classes excluded from the final tabulation, and the reasons for exclusion of such Ballots, is attached hereto as **Exhibit A**. All such Ballots were not counted for the following reason: the Ballot did not indicate an acceptance or rejection of the Plan (*i.e.*, an “abstained” vote).

D. Opt-Out Election

15. KCC also reviewed and documented elections recorded on (i) the Ballots from Holders of Claims in the Voting Classes that abstained or rejected the Plan and checked the box on such Ballot to opt out of the Third-Party Release, and (ii) the Opt-Out Forms from non-voting

Holders of Claims and Interests. A report of all Entities who opted out of the Third-Party Release by checking the opt-out box on the Opt Out Form or checked the opt-out box and abstained or rejected the Plan on their Ballot is attached hereto as **Exhibit B**. As further detailed in **Exhibit B**, the opt out process for Class 8 (Existing Equity Interests) proved successful based on the participation rates. Notably, 190 Holders of Class 8 Claims, holding approximately 5.4 million shares elected to opt out of the Third-Party Release. For the avoidance of doubt, this Declaration does not certify the validity or enforceability of any opt-out elections received, including those reported on **Exhibit B**, but rather is providing these opt-out election results for reporting and informational purposes only.

[Remainder of page left intentionally blank]

To the best of my knowledge, information and belief, the foregoing information concerning the distribution, submission, and tabulation of Ballots in connection with the Plan is true.

Dated: November 14, 2023

/s/ James Lee

James Lee

KCC

222 N Pacific Coast Highway, 3rd Floor

El Segundo, CA 90245

Tel 310.823.9000

Exhibit A

Exhibit A
Ballots Excluded from Tabulation

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Reason Excluded
1550 Space Park Partners, LLC	11/06/2023	88	\$686,375.41	Abstain	4 General Unsecured Claims	Abstained
Anderson Lock & Safe	10/10/2023	19	\$1,186.09	Abstain	4 General Unsecured Claims	Abstained
Digital Lakeside, LLC	11/06/2023	89	\$1,580,709.58	Abstain	4 General Unsecured Claims	Abstained
Digital Nash, LLC	11/06/2023	90	\$702,151.37	Abstain	4 General Unsecured Claims	Abstained
Digital Piscataway, LLC	11/06/2023	91	\$3,531,941.04	Abstain	4 General Unsecured Claims	Abstained
DIGITAL REALTY TRUST LP	11/06/2023	92	\$72,418.35	Abstain	4 General Unsecured Claims	Abstained
Digital Space Park, LLC	11/06/2023	87	\$592,735.56	Abstain	4 General Unsecured Claims	Abstained
Digital Walsh 1, LLC	11/06/2023	93	\$516,230.68	Abstain	4 General Unsecured Claims	Abstained
Digital Walsh 2, LLC	11/06/2023	94	\$318,296.93	Abstain	4 General Unsecured Claims	Abstained
Digital Winona, LLC	11/06/2023	95	\$454,403.31	Abstain	4 General Unsecured Claims	Abstained
Global Weehawken Acquisition Company, LLC	11/06/2023	96	\$1,974,052.54	Abstain	4 General Unsecured Claims	Abstained
Liberty Mutual Insurance Company	11/06/2023	136	\$1,518,492.00	Abstain	4 General Unsecured Claims	Abstained
Pivot Technology Services Corp.	10/19/2023	47	\$394,957.82	Abstain	4 General Unsecured Claims	Abstained
SPU	10/24/2023	61	\$108,040.63	Abstain	4 General Unsecured Claims	Abstained
Telx - Chicago Lakeside, LLC	11/06/2023	97	\$30,214.19	Abstain	4 General Unsecured Claims	Abstained
Telx - Santa Clara, LLC	11/06/2023	98	\$1,162.66	Abstain	4 General Unsecured Claims	Abstained

Exhibit B

Exhibit B**Opt Out Summary****Ballots:**

Creditor Name	Date Received	Ballot No.	Class	Voting Amount	Vote	Opt Out of Release
1550 Space Park Partners, LLC	11/06/2023	88	4 General Unsecured Claims	\$686,375.41	Abstain	Yes
Anderson Lock & Safe	10/10/2023	19	4 General Unsecured Claims	\$1,186.09	Abstain	Yes
CarOffer, LLC	10/16/2023	31	4 General Unsecured Claims	\$172,039.39	Reject	Yes
Digital Lakeside, LLC	11/06/2023	89	4 General Unsecured Claims	\$1,580,709.58	Abstain	Yes
Digital Nash, LLC	11/06/2023	90	4 General Unsecured Claims	\$702,151.37	Abstain	Yes
Digital Piscataway, LLC	11/06/2023	91	4 General Unsecured Claims	\$3,531,941.04	Abstain	Yes
DIGITAL REALTY TRUST LP	11/06/2023	92	4 General Unsecured Claims	\$72,418.35	Abstain	Yes
Digital Space Park, LLC	11/06/2023	87	4 General Unsecured Claims	\$592,735.56	Abstain	Yes
Digital Walsh 1, LLC	11/06/2023	93	4 General Unsecured Claims	\$516,230.68	Abstain	Yes
Digital Walsh 2, LLC	11/06/2023	94	4 General Unsecured Claims	\$318,296.93	Abstain	Yes
Digital Winona, LLC	11/06/2023	95	4 General Unsecured Claims	\$454,403.31	Abstain	Yes
Global Weehawken Acquisition Company, LLC	11/06/2023	96	4 General Unsecured Claims	\$1,974,052.54	Abstain	Yes
Great Lakes Plumbing & Heating Co.	10/15/2023	24	4 General Unsecured Claims	\$71,273.68	Reject	Yes
Liberty Mutual Insurance Company	11/06/2023	136	4 General Unsecured Claims	\$1,518,492.00	Abstain	Yes
Pivot Technology Services Corp.	10/19/2023	47	4 General Unsecured Claims	\$394,957.82	Abstain	Yes
RS Titan, LLC	11/07/2023	106	4 General Unsecured Claims	\$8,848,582.00	Reject	Yes
SPU	10/24/2023	61	4 General Unsecured Claims	\$108,040.63	Abstain	Yes
Telx - Chicago Lakeside, LLC	11/06/2023	97	4 General Unsecured Claims	\$30,214.19	Abstain	Yes
Telx - Santa Clara, LLC	11/06/2023	98	4 General Unsecured Claims	\$1,162.66	Abstain	Yes

Opt Out Forms:

Creditor Name	Date Received	Ballot No.	Class	Opt Out of Release
4650 Santa Clara Technology Partners LLC	11/07/2023	118	Unclassified	Yes
4700 Santa Clara Technology Partners LLC	11/07/2023	120	Unclassified	Yes
CITY OF HAMPTON	10/04/2023	5	1 Other Secured Claims	Yes
F.A.A. Technology Partners LLC	11/07/2023	112	Unclassified	Yes
F.E. Moran Inc.	10/12/2023	20	1 Other Secured Claims	Yes
Highline Water District	10/23/2023	56	1 Other Secured Claims	Yes
HITT Contracting, Inc.	11/07/2023	105	1 Other Secured Claims	Yes
Liberty Mutual Insurance Company	11/06/2023	104	Unclassified	Yes
MAKO POWER LLC	10/03/2023	4	Unclassified	Yes
R.K. Electric, Inc.	10/09/2023	13	1 Other Secured Claims	Yes
Texas Comptroller of Public Accounts	10/16/2023	36	Unclassified	Yes
Texas Workforce Commission	10/16/2023	35	Unclassified	Yes

Exhibit B
Class 8 Opt-Out Detail
Cyxtera Interest Holders

DTC Part No.	Nominee	Total Number of		Total Number of Shares
		Accounts	Opt-Outs	Opting Out
0015	MSSB	12		157,200
0062	VANGUARD	7		2,106
0141	WELLS CLRG	3		971
0158	APEX CLEAR	9		3,647
0161	BOFA	1		119,493
0164	CHS SCHWAB	38		2,447,022
0188	TD AMERITR	12		311,335
0221	UBS FINAN	1		4,000
0226	NFS LLC	54		1,831,248
0352	JPMS/JPMC	1		5
0443	PERSHING	1		555
0534	INT BROKER	18		437,393
0547	RW BAIRD	1		13,000
0725	RAYMOND	1		60
0901	BANK OF NY	1		500
0902	JPMCBNA	1		325
2116	FIFTH NA	1		1
2402	DRIVEW LLC	18		14,191
5002	RBC/DOMN	2		193
5036	TD WATER	1		25,000
5084	QUES/CDS	2		6,735
8862	MLPFS/8862	5		1,740
	TOTALS:	190		5,376,720

This is **Exhibit "E"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**NOTICE OF FILING FOURTH AMENDED JOINT PLAN OF
REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on August 7, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Joint Plan of Reorganization of*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



2314853231113000000000009

Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “Plan”) [Docket No. 372].

PLEASE TAKE FURTHER NOTICE that on September 13, 2023, the Debtors filed the *Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Amended Plan”) [Docket No. 501].

PLEASE TAKE FURTHER NOTICE that on September 24, 2023, the Debtors filed the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 551].

PLEASE TAKE FURTHER NOTICE that on November 2, 2023, the Debtors filed the *Third Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Third Amended Plan”) [Docket No. 649].

PLEASE TAKE FURTHER NOTICE the Debtors hereby file the *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, attached hereto as **Exhibit A** (the “Fourth Amended Plan”).

PLEASE TAKE FURTHER NOTICE that a comparison between the Fourth Amended Plan and the Third Amended Plan is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that copies of the Fourth Amended Plan and all other documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Kurtzman Carson Consultants LLC at <https://www.kccllc.net/cyxtera>. You may also obtain copies of any pleadings filed in these chapter 11 cases by visiting the Court’s website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank.]

Dated: November 13, 2023

/s/ Michael D. Sirota

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Exhibit A

Fourth Amended Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-14853 (JKS)
)
) (Jointly Administered)
)

**FOURTH AMENDED JOINT PLAN OF
REORGANIZATION OF CYXTERA TECHNOLOGIES, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: November 13, 2023

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' proposed Claims and Noticing Agent at <https://www.kccellc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida, 33134.

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INTRODUCTION

Cyxtera Technologies, Inc. and the above-captioned debtors and debtors in possession propose the Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations as well as a summary and description of the Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*Acquired Assets*” has the meaning set forth in the Purchase Agreement.
2. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; (d) Adequate Protection Claims (as defined in the DIP Orders); (e) Restructuring Expenses; (f) the Disinterested Director Fee Claims; (g) the Canadian Fee Claims; and (h) the Breakup Fee and the Expense Reimbursement (each as defined in the Purchase Agreement), to the extent payable under the Purchase Agreement.
3. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which: (a) with respect to Administrative Claims other than Professional Fee Claims, shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.
4. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code.
5. “*Agents*” means, collectively, the DIP Agent, the Prepetition Agent, the Bridge Facility Agent, the New Takeback Facility Agent, and the Receivables Program Agent, including, in each case, any successors thereto.
6. “*AHG*” means that certain ad hoc group of Holders of Term Loan Claims represented by the AHG Advisors.
7. “*AHG Advisors*” means (i) Gibson, Dunn & Crutcher LLP, (ii) Houlihan Lokey Capital, Inc., (iii) Gibbons P.C., and (iv) Goodmans LLP.
8. “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not

required under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions under the Plan on account of such Claims or Interests. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the applicable bar date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

9. “*Asset Sale*” means a Sale Transaction in which the Debtors sell all or substantially all of their assets to the Purchaser pursuant to the Purchase Agreement.

10. “*Assumption or Rejection Objection Deadline*” means the date that is ten (10) days after filing of the Schedule of Assumed Executory Contracts and Unexpired Leases; *provided* that if any Executory Contract or Unexpired Lease is added to or removed from such schedule, or its treatment, including payment of Cure or assignment, is altered pursuant to an amended Schedule of Assumed Executory Contracts and Unexpired Leases, then the Assumption or Rejection Objection Deadline solely with respect to such Executory Contract or Unexpired Lease shall be ten (10) days after filing of the amended Schedule of Assumed Executory Contracts and Unexpired Leases that sets forth such modification.

11. “*Avoidance Actions*” means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, and 553(b) of the Bankruptcy Code, and applicable non-bankruptcy law.

12. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of New Jersey.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

15. “*Bidding Procedures*” means the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order.

16. “*Bidding Procedures Documents*” means the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order.

17. “*Bidding Procedures Motion*” means the *Debtors’ Motion for Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 95].

18. “*Bidding Procedures Order*” means the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180].

19. “*Bridge Facility*” means that certain super senior financing facility issued pursuant to the Bridge Facility Credit Agreement.

20. “*Bridge Facility Agent*” means Wilmington Savings Fund Society, FSB, in its capacity as administrative and collateral agent under the Bridge Facility Credit Agreement.

21. “*Bridge Facility Credit Agreement*” means that certain Frist Lien Priority Credit Agreement dated as of May 4, 2023, by and among Initial Holdings, the Prepetition Borrower, the lenders party thereto, and the Bridge Facility Agent.

22. “*Bridge Facility Documents*” means the Bridge Facility Credit Agreement and any other documentation necessary to effectuate the incurrence of the Bridge Facility.

23. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

24. “*Canadian Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to (i) Gowling WLG (Canada) LLP, in its capacity as Cyxtera’s Canadian counsel pursuant to its engagement letter with Cyxtera; (ii) Alvarez & Marsal Canada Inc., in its capacity as the information officer in *In the Matter of Cyxtera Technologies Inc.*, (2023) Court File No. 2301-07385 (Can. Alta. KB); and (iii) McMillan LLP, in its capacity as counsel to Alvarez & Marsal Canada Inc. On the Effective Date, the Canadian Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

25. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

26. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

27. “*Cause of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

28. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

29. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

30. “*Claims and Noticing Agent*” means Kurtzman Carson Consultants LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

31. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Post-Effective Date Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

32. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

33. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

35. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code as set forth in the *Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 133] and as may be reconstituted from time to time.

36. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

37. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

38. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

39. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, the form and substance of which shall be subject to the consent rights set forth in the RSA, and, in the event of a Sale Transaction, approving the Asset Sale and otherwise subject to the consent rights in the Purchase Agreement.

40. “*Consenting Lenders*” means, collectively, the Holders of First Lien Claims that are signatories to the RSA or any subsequent Holder of First Lien Claims that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

41. “*Consenting Sponsors*” means, collectively, the Holders of Existing Equity Interests that are signatories to the RSA or any subsequent Holder of Existing Equity Interests that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

42. “*Consenting Stakeholders*” means, collectively, the Consenting Lenders and the Consenting Sponsors.

43. “*Consummation*” means the occurrence of the Effective Date.

44. “*Cure*” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code. The amount of a Cure payment, if any, is \$0.00 unless otherwise indicated in the Schedule of Assumed Executory Contracts and Unexpired Leases. The proposed Cure payment for any Executory Contract or Unexpired Lease for which no amount is set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases shall be deemed to equal \$0.00.

45. “*Cyxtera*” means Cyxtera Technologies, Inc.

46. “*D&O Liability Insurance Policies*” means all insurance policies (including any “tail policy”) covering any of the Debtors’ current or former directors’, managers’, officers’ and/or employees’ liability and all agreements, documents, or instruments relating thereto.

47. “*Debtor Release*” means the release set forth in Article VIII.C hereof.

48. “*Debtors*” means, collectively, each of the following: Cyxtera Technologies, Inc., Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Communications, LLC, Cyxtera Data Centers, Inc., Cyxtera DC Holdings, Inc., Cyxtera DC Parent Holdings, Inc., Cyxtera Digital Services, LLC, Cyxtera Employer Services, LLC, Cyxtera Federal Group, Inc., Cyxtera Holdings, LLC, Cyxtera Management, Inc., Cyxtera Netherlands B.V., Cyxtera Technologies Maryland, Inc., and Cyxtera Technologies, LLC.

49. “*Definitive Documents*” means, collectively and as applicable, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the New Organizational Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Documents; (f) the New Takeback Facility Documents, (g) the Plan (and all exhibits thereto); (h) the Confirmation Order; (i) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (and motion(s) seeking approval thereof); (j) all material pleadings Filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) the MIP Documents; (m) any and all filings with or requests for regulatory or other approvals from any governmental entity or unit, other than ordinary course filings and requests, necessary or desirable to implement the Restructuring Transactions; (n) the Bridge Facility Documents; (o) the Bidding Procedures Documents; (p) the Purchase Agreement; and (q) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the Plan. For the avoidance of doubt, the form and substance of each Definitive Document shall be subject to the consent rights set forth in the RSA and, with respect to any Definitive Document that relates to the Purchaser, the Purchase Agreement, or the Asset Sale, such Definitive Document shall be in form and substance reasonably acceptable to the Purchaser unless otherwise provided for in the Purchase Agreement or the Plan.

50. “*DIP Agent*” means the administrative agent and collateral agent under the DIP Facility.

51. “*DIP Agent Advisors*” means ArentFox Schiff LLP, in its capacity as counsel to the DIP Agent and the Prepetition Priority Administrative Agent (as defined in the DIP Orders).

52. “*DIP Claims*” means any Claim against any Debtor derived from, based upon, or arising under the DIP Facility, the DIP Credit Agreement, or the other DIP Documents.

53. “*DIP Credit Agreement*” means that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 7, 2023, by and among Initial Holdings, Prepetition Borrower, the lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent.

54. “*DIP Documents*” means, collectively, the DIP Credit Agreement and any other documents governing the DIP Facility, including the DIP Orders, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

55. “*DIP Facility*” means the superpriority senior secured debtor-in-possession credit facility provided for under the DIP Documents.

56. “*DIP Lenders*” means, collectively, each lender under the DIP Facility.

57. “*DIP Loans*” means the loans issued pursuant to the DIP Credit Agreement.

58. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order.

59. “*Disbursing Agent*” means, with respect to all distributions to be made under the Plan other than distributions on account of General Unsecured Claims, the Debtors, the Post-Effective Date Debtors, or the Plan

Administrator, or any Entity the Debtors, the Post-Effective Date Debtors, or the Plan Administrator selects to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and, with the respective Agent's prior written consent, the Agents, as applicable.

60. “*Disclosure Statement*” means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

61. “*Disclosure Statement Order*” means the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation Procedures, (III) the Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [Docket No. 563].

62. “*Disinterested Director Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to the disinterested directors of Cyxtera pursuant to their respective director agreements with Cyxtera. On the Effective Date, the Disinterested Director Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

63. “*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or Proof of Interest or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

64. “*Disputed Claims Reserve Amount*” means Cash in an amount to be determined by the Debtors in consultation with the Required Consenting Term Lenders, which amount shall be used to fund the Disputed Claims Reserve.

65. “*Disputed Claims Reserve*” means the account to be established on the Effective Date and funded with the Disputed Claims Reserve Amount for distribution as set forth in Article VII.G, if any.

66. “*Distributable Consideration*” means, in the event of a Sale Transaction, all Cash of the Debtors or the Post-Effective Date Debtors, as applicable, on or after the Effective Date, including any Cash comprising the Purchase Price and the Residual Cash, after payment of the Administrative Claims, DIP Claims, Professional Fee Claims, Disinterested Director Fee Claims, Canadian Fee Claims, Restructuring Expenses, Priority Tax Claims, Receivables Program Claims, Other Secured Claims, and Other Priority Claims, each as set forth in the Plan, and funding the Professional Fee Escrow Account, the GUC Trust, the Disputed Claims Reserve, the Wind-Down Reserve, and the Priority Claims Reserve, as applicable, *plus* any non-Cash consideration comprising the Purchase Price *plus* any proceeds generated by any Cause of Action retained by the Post-Effective Date Debtors.

67. “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date agreed to by the Debtors and the Required Consenting Term Lenders.

68. “*Distribution Reserve Accounts*” means, in the event of an Asset Sale, the Priority Claims Reserve and the Wind-Down Reserve established pursuant to the Plan.

69. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect, and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

70. “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

71. “*Equity Investment Transaction*” means a restructuring under the Plan pursuant to which, among other things, the Purchaser purchases all or substantially all of the New Common Stock in exchange for the Purchase Price.

72. “*Equity Security*” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

73. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

74. “*Exchange Act*” means the Securities Exchange Act of 1934, as amended, 15 U.S.C. §§ 78a et seq, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

75. “*Excluded Assets*” has the meaning set forth in the Purchase Agreement.

76. “*Excluded Liabilities*” has the meaning set forth in the Purchase Agreement.

77. “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) the Post-Effective Date Debtors, (c) the Committee and the members of the Committee; and (d) with respect to each of the foregoing Entities in clauses (a) through (c), each such Entity’s current and former control persons, directors, members of any committees of any Entity’s board of directors or managers, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, advisory board members, financial advisors, attorneys (including any attorneys or other professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

78. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

79. “*Existing Equity Interests*” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of Cyxtera (in each case whether or not arising under or in connection with any employment agreement) immediately prior to the consummation of the transactions contemplated in the Plan.

80. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

81. “*File*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “*Filed*” and “*Filing*” shall have correlative meanings.

82. “*Final DIP Order*” means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297].

83. “*Final Order*” means, as applicable, an order or judgment in any U.S. or non-U.S. forum of the Bankruptcy Court or any other court of competent jurisdiction (including any Canadian or other non-U.S. court) with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a “*Final Order*” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any

analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

84. “*Final Receivables Program Order*” means the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295].

85. “*First Lien Claims*” means, collectively, the RCF Claims and the Term Loan Claims.

86. “*First Lien Credit Agreement*” means that certain First Lien Credit Agreement, dated as of May 17, 2017, by and among the Prepetition Borrower, Initial Holdings, the lenders from time to time party thereto, the issuers of letters of credit thereunder, and the Prepetition Agent, as the same may be amended, supplemented, or otherwise modified from time to time.

87. “*First Lien Credit Documents*” means the First Lien Credit Agreement and any other documentation necessary to effectuate the incurrence of the Revolving Credit Facility or the Term Loan Facilities.

88. “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim, (b) a Professional Fee Claim, (c) a Priority Tax Claim, (d) a Secured Tax Claim, (e) a DIP Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) a First Lien Claim, (i) a Receivables Program Claim, (j) an Intercompany Claim, (k) a Section 510 Claim, (l) a Disinterested Director Fee Claim, (m) a Canadian Fee Claim, or (n) a Restructuring Expense.

89. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Post-Effective Date Debtors, as applicable.

90. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

91. “*GUC Trust*” means the trust established on the Effective Date in accordance with the Plan to hold the GUC Trust Assets and administer Allowed General Unsecured Claims pursuant to the GUC Trust Agreement.

92. “*GUC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust to be entered into on or before the Effective Date between the Debtors and the GUC Trustee, which agreement shall be in form and substance acceptable to the Debtors, the Committee, and the Required Consenting Term Lenders.

93. “*GUC Trust Assets*” means \$8.65 million in Cash to be transferred by the Debtors to the GUC Trust on the Effective Date.

94. “*GUC Trustee*” means, in its capacity as such, the Person selected by the Committee in consultation with the Debtors and the Required Consenting Term Lenders, and any successor thereto, in accordance with the GUC Trust Agreement.

95. “*GUC Trust Fees and Expenses*” means all reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets) incurred by the GUC Trust, any professionals retained by the GUC Trust, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust.

96. “*GUC Trust Net Assets*” means the GUC Trust Assets less the GUC Trust Fees and Expenses.

97. “*Holder*” means an Entity that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

98. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

99. “*Initial Holdings*” means Cyxtera DC Parent Holdings, Inc.

100. “*Intercompany Claim*” means any Claim against a Debtor held by another Debtor.

101. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.

102. “*Interest*” means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, or repurchase rights; convertible, exercisable, or exchangeable securities; or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

103. “*Interim DIP Order*” means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70].

104. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

105. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

106. “*Management Incentive Plan*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the management incentive plan reserving up to 10 percent of the New Common Stock on a fully diluted basis, with structure, awards, and terms of the management incentive plan to be determined by the New Board, which management incentive plan shall be acceptable to the Required Consenting Term Lenders and the Debtors.

107. “*MIP Documents*” means, collectively, the documents governing the Management Incentive Plan, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

108. “*New Board*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the board of directors or similar Governing Body of Reorganized Cyxtera, which shall be acceptable to the Required Consenting Term Lenders, including, without limitation, with respect to the number and identity of the directors.

109. “*New Common Stock*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, a single class of common equity interests issued by Reorganized Cyxtera on the Effective Date.

110. “*New Organizational Documents*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the documents providing for corporate governance of Reorganized Cyxtera and the other Post-Effective Date Debtors, as applicable, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable) and in form and substance subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, in form and substance reasonably acceptable to the Purchaser.

111. “*New Takeback Facility*” means, in the event of a Recapitalization Transaction, a new senior secured, first lien, “first out” term loan facility, in an initial aggregate principal amount of \$200,468,511.87 *plus* any accrued and unpaid interest, fees, costs, charges, expenses, and any other accrued and unpaid amounts under the DIP Documents as of the Effective Date, to be incurred by the Debtors on the Effective Date in connection with

effectuating the Recapitalization Transaction in accordance with the Plan and the Restructuring Transactions Memorandum, in each case as determined by the Debtors and in form and substance subject to the consent rights set forth in the RSA.

112. “*New Takeback Facility Agent*” means the agent under the New Takeback Facility Credit Agreement.

113. “*New Takeback Facility Credit Agreement*” means the credit agreement with respect to the New Takeback Facility, as may be amended, supplemented, or otherwise modified from time to time and which shall be in form and substance subject to the consent rights set forth in the RSA.

114. “*New Takeback Facility Documents*” means the New Takeback Facility Credit Agreement and any other documentation necessary or appropriate to effectuate the incurrence of the New Takeback Facility, each of which shall be in form and substance subject to the consent rights set forth in the RSA.

115. “*New Takeback Facility Loans*” means loans issued under the New Takeback Facility.

116. “*Other Priority Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

117. “*Other Secured Claim*” means any Secured Claim against the Debtors other than the DIP Claims, the Priority Tax Claims, the Receivables Program Claims, or the First Lien Claims.

118. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

119. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

120. “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, the Purchase Agreement, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

121. “*Plan Administrator*” means, in the event of an Asset Sale, the Person selected by the Debtors and the Required Consenting Term Lenders and, in the event of an Asset Sale, after consultation with the Purchaser, to administer all assets of the Estates vested in the Post-Effective Date Debtors, and thereafter, all assets held from time to time by the Post-Effective Date Debtors.

122. “*Plan Administrator Agreement*” means that certain agreement entered into no later than the Effective Date setting forth, among other things, the Plan Administrator’s rights, powers, obligations, and compensation, which shall be in form and substance subject to the consent rights set forth in the RSA.

123. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

124. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, subject to the consent rights set forth in the Purchase Agreement (in the event of an Asset Sale), and as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors, to the extent reasonably practicable, no later than three (3) days before the deadline to vote to accept or reject the Plan or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the New Organizational Documents; (b) the identity and members of the New Board; (c) the Schedule of Retained Causes of Action; (d) the New Takeback Facility Documents; (e) the Restructuring Transactions Memorandum; (f) the Schedule of Assumed Executory Contracts and Unexpired Leases; (g) the Schedule of Rejected Executory Contracts and Unexpired Leases; (h) the GUC Trust Agreement; (i) in the event of an Asset Sale, the Plan Administrator Agreement and the identity of the Plan Administrator; (j) in the event

of a Sale Transaction, the Purchase Agreement; and (k) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

125. “*Post-Effective Date Debtors*” means the Debtors after the Effective Date or the Plan Administrator, as applicable.

126. “*Prepetition Agent*” means Citibank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

127. “*Prepetition Borrower*” means Cyxtera DC Holdings, Inc. (f/k/a Colorado Buyer Inc.).

128. “*Prepetition First Lien Administrative Agent Advisors*” means (i) Davis Polk & Wardwell LLP, (ii) Greenberg Traurig, LLP, and (iii) FTI Consulting, Inc.

129. “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

130. “*Priority Claims Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator on the Effective Date and funded with the Priority Claims Reserve Amount for distribution to Holders of Priority Claims (except for Professional Fee Claims) as set forth in Article II.

131. “*Priority Claims Reserve Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined in the Debtors’ reasonable business judgment and in consultation with the Required Consenting Term Lenders, which amount shall be used by the Plan Administrator to fund the Priority Claims Reserve.

132. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

133. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

134. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals reasonably estimate in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

135. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

136. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

137. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases by the applicable bar date.

138. “*Proof of Interest*” means a proof of Interest filed in any of the Debtors in the Chapter 11 Cases.

139. “*Purchase Agreement*” means the purchase agreement entered into by the Debtors and the Purchaser in accordance with the Bidding Procedures, which shall be in form and substance subject to the consent rights set forth in the RSA and acceptable to the Purchaser and the Required Consenting Term Lenders.

140. “*Purchase Price*” has the meaning set forth in the Bidding Procedures.

141. “*Purchaser*” means, (a) in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue the Asset Sale, Phoenix Data Center Holdings LLC and its affiliates that are Designees under and as defined in the Purchase Agreement, or (b) in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue the Equity Investment Transaction, the “Purchaser” under and as defined in the Purchase Agreement.

142. “*RCF Claims*” means any Claim on account of the Revolving Credit Facility and any claim against any non-Debtor Affiliate of a Debtor under such Revolving Credit Facility.

143. “*Recapitalization Transaction*” means, in the event that the Debtors, with the consent of the Required Consenting Term Lenders, do not determine to pursue a Sale Transaction, the restructuring transaction pursuant to the Plan, pursuant to which, among other things, Holders of First Lien Claims receive 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan.

144. “*Receivables Program*” means that certain trade receivables securitization facility pursuant to the Receivables Program Documents and approved by the Final Receivables Program Order.

145. “*Receivables Program Agent*” means, collectively, PNC Bank, National Association, in its capacity as Administrative Agent under the Receivables Program Documents, and PNC Capital Markets LLC, in its capacity as Structuring Agent under the Receivables Program Documents, including, in each case, any successors thereto.

146. “*Receivables Program Claims*” means any Claims constituting Receivables Program Obligations (as defined in the Final Receivables Program Order).

147. “*Receivables Program Documents*” means, collectively, the “Transaction Documents” as defined in the Final Receivables Program Order, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

148. “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” and “Reinstatement” shall have correlative meanings.

149. “*Related Party*” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

150. “*Released Party*” means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Releasing Party; (e) each Agent; (f) each DIP Lender; (g) in the event of a Sale Transaction, the Purchaser; (h) the Committee and each member of the Committee; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); (j) each Related Party of each Entity in clause (a) through this clause (j); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases described in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

151. “*Releasing Party*” means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Post-Effective Date Debtors; (c) each DIP Lender; (d) each Agent; (e) each Consenting Stakeholder; (f) in the event of a Sale Transaction, the Purchaser; (g) the Committee and each member of the Committee; (h) all Holders of Claims that vote to accept the Plan; (i) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of

non-voting status indicating that they opt not to grant the releases provided for in the Plan; (j) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a Ballot or an Opt Out Form (each as defined in the Disclosure Statement Order), and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through (k); and (m) each Related Party of each Entity in clause (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided* that, for the avoidance of doubt, an Entity in clause (i) through clause (k) shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

152. “*Reorganized Cyxtera*” means Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

153. “*Required Consenting Term Lenders*” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Lenders.

154. “*Residual Cash*” means, in the event of a Sale Transaction, the sum of (a) any amounts remaining in the Professional Fee Escrow Account after payment in full of all Allowed Professional Fee Claims, (b) any amounts remaining in the Priority Claims Reserve after payment in full of all Allowed Priority Claims and Allowed Administrative Claims (other than Professional Fee Claims), (c) any amounts remaining in the Disputed Claim Reserve after the final resolution of Disputed Claims, and (d) any amounts remaining in the Wind-Down Reserve after entry of a final decree closing the last of the Chapter 11 Cases.

155. “*Restructuring Expenses*” means the reasonable and documented fees and expenses accrued from the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors of: (i) the AHG Advisors; (ii) the DIP Agent Advisors; and (iii) the Prepetition First Lien Administrative Agent Advisors.

156. “*Restructuring Term Sheet*” means the term sheet attached to the RSA as Exhibit B.

157. “*Restructuring Transactions*” means the transactions described in Article IV.B of the Plan.

158. “*Restructuring Transactions Memorandum*” means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement, which shall be in form and substance acceptable to the Required Consenting Term Lenders, and, in the event of a Sale Transaction, the Purchaser.

159. “*Revolving Credit Facility*” means that certain first lien, multi-currency revolving credit facility (including the letters of credit issued thereunder) issued pursuant to the First Lien Credit Agreement.

160. “*RSA*” means that certain restructuring support agreement, dated as of May 4, 2023, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto (including the Restructuring Term Sheet), as may be amended, modified, or supplemented from time to time, in accordance with its terms.

161. “*Sale Transaction*” means, as applicable, either an Equity Investment Transaction or an Asset Sale.

162. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors, which shall be subject to the consent rights set forth in the RSA and, in the event of an Asset Sale, acceptable to the Purchaser and the Required Consenting Term Lenders and in all respects consistent with the terms of the Purchase Agreement, of certain Executory Contracts and Unexpired Leases

(and their Cure amounts) to be assumed by the Debtors or assumed by the Debtors and assigned to the Purchaser, as applicable, pursuant to the Plan and the Purchase Agreement, as the same may be amended, modified, or supplemented from time to time by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, in accordance with the Plan and, in the event of an Asset Sale, the Purchase Agreement, and with the consent of the Purchaser and the Required Consenting Term Lenders.

163. “*Schedule of Rejected Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors, which shall be subject to the consent rights set forth in the RSA and, in the event of an Asset Sale, acceptable to the Purchaser and the Required Consenting Term Lenders and in all respects consistent with the terms of the Purchase Agreement, of certain Executory Contracts and Unexpired Leases that will be rejected by the Debtors pursuant to the Plan and the Purchase Agreement (if applicable), as the same may be amended, modified, or supplemented from time to time by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, in accordance with the Plan and with the consent of the Purchaser and the Required Consenting Term Lenders.

164. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, which shall be subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, subject to the consent of the Purchaser.

165. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto.

166. “*Section 510 Claim*” means any Claim or Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

167. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

168. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

169. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

170. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

171. “*Solicitation Materials*” means, collectively, the solicitation materials with respect to the Plan.

172. “*Term Loan Claims*” means any claim on account of the Term Loan Facilities, including any claim against any non-Debtor Affiliate of a Debtor under such Term Loan Facilities.

173. “*Term Loan Facilities*” means those certain first lien term loan facilities issued pursuant to the First Lien Credit Agreement.

174. “*Third-Party Release*” means the release set forth in Article VIII.D of the Plan.

175. “*U.S. Trustee*” means the Office of the United States Trustee for the District of New Jersey.

176. “*Undrawn LC Facility Claims*” means any RCF Claims on account of the letters of credit provided under the First Lien Credit Agreement that are outstanding and undrawn as of the Distribution Record Date.

177. “*Undrawn LC Facility Claims Reserve*” has the meaning set forth in Article IV.D.4 of the Plan.

178. “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

179. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

180. “*Wind Down*” means, in the event of an Asset Sale, the wind down and dissolution of the Debtors’ Estates as set forth in Article IV.D.5.

181. “*Wind-Down Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined by the Debtors with the consent of the Required Consenting Term Lenders, not to be unreasonably withheld, to fund the Wind Down, including any statutory fees payable pursuant to the Bankruptcy Code, in accordance with Article IV.D.5 of the Plan.

182. “*Wind-Down Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator and funded with the Wind-Down Amount to fund the Wind Down in accordance with Article IV.D.5 of the Plan and for Plan Administrator purposes in accordance with Article IV.D.4.

B. Rules of Interpretation.

For purposes of the Plan: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (ii) shall affect any party’s consent rights (including those of the Purchaser in the event of a Sale Transaction) over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (iii) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan or Confirmation Order, as applicable; (iv) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (v) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (viii) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (ix) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (x) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (xi) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xii) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (xiii) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (xiv) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xv) any immaterial effectuating provisions herein may be interpreted by the Post-Effective Date Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further notice

to or action, order, or approval of the Bankruptcy Court or any other Entity; and (xvi) unless otherwise specified and subject to the reasonable consent of the Required Consenting Term Lenders, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan; any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Post-Effective Date Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors and the Post-Effective Date Debtors.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors and the Post-Effective Date Debtors shall mean the Debtors and the Post-Effective Date Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

H. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against, and Interests in, the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

I. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all consultation, information, notice, and consent rights of the parties to the RSA, as applicable, and as respectively set forth therein, with respect to the form and substance of the Plan, all exhibits to the Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this

reference (including to the applicable definitions in Article I.A hereof) and fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the RSA, as applicable, shall not impair such rights and obligations.

In the event of an Asset Sale, notwithstanding anything to the contrary herein, all consultation, information, notice, and consent rights of the parties to the Purchase Agreement, as applicable, and as respectively set forth therein, shall be fully enforceable in accordance with the terms of the Purchase Agreement.

ARTICLE II. ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Receivables Program Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Claims, Professional Fee Claims, Receivables Program Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of the Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.** Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party by the Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

B. DIP Claims.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim: (i) in the event of a Recapitalization Transaction, either (a) the DIP Loan giving rise to such Allowed DIP Claim shall be refinanced by means of a cashless settlement whereby such DIP Loan shall be converted on a dollar-for-dollar basis into New Takeback Facility Loans in accordance with the DIP Documents and the New Takeback Facility Documents, and all collateral that secures the Obligations (as defined in the DIP Credit

Agreement) under the DIP Credit Agreement shall be reaffirmed, ratified, and shall automatically secure all obligations under the New Takeback Facility Documents, subject to the priorities of liens and payment set forth in the New Takeback Facility Documents, or (b) such DIP Claim shall be paid in full in Cash; or (ii) in the event of a Sale Transaction, Holders of the DIP Claims shall receive payment in full in Cash or, with the consent of Required Consenting Term Lenders and the Purchaser, such other treatment rendering Allowed DIP Claims Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from funds held in the Professional Fee Escrow Account. The Post-Effective Date Debtors shall establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date.

2. Professional Fee Escrow Account.

On the Effective Date, the Post-Effective Date Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors, without any further action or order of the Bankruptcy Court; *provided, however*, in the event of a Sale Transaction, any remaining amount in the professional Fee Escrow Account shall constitute Residual Cash and be distributable to Holders of Allowed First Lien Claims.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

E. Payment of Restructuring Expenses.

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date, and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses arising directly out of the implementation of the Plan and Consummation thereof without any requirement for review or approval by the Bankruptcy Court or for any party to File a fee application with the Bankruptcy Court.

F. Receivables Program Claims.

All Receivables Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Receivables Program Claim, the Allowed Receivables Program Claims will be satisfied in full in Cash by the applicable Debtor or Post-Effective Date Debtor in accordance with the terms of the Receivables Program Documents. On the Effective Date, or as soon as reasonably practicable thereafter, all fees and expenses incurred by the advisors to the parties to the Receivables Program shall be paid in full in Cash to the extent required under the Final Receivables Program Order.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Section 510 Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Post-Effective Date Debtors, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and, at the option of the Debtors and the Required Consenting Term Lenders and, in the event of an Asset Sale, consistent with the Purchase Agreement, either:
 - (i) payment in full in Cash of its Allowed Other Secured Claim;
 - (ii) Reinstatement of its Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; or
 - (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

- (a) *Classification:* Class 2 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, which, in the event of an Asset Sale, shall be consistent with the Purchase Agreement.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Claims

- (a) *Classification:* Class 3 consists of any First Lien Claims against any Debtor.
- (b) *Allowance:* The First Lien Claims shall be Allowed in the aggregate principal amount of approximately \$961,496,926, plus (i) any and all unpaid interest, fees, premiums, drawn amounts under letters of credit, and all other obligations, amounts, and expenses due and owing under the First Lien Credit Agreement or related documents (including post-petition interest at the default contract rate) as of the Effective Date and (ii) amounts on account of letters of credit issued under the First Lien Credit Agreement that are drawn after the Distribution Record Date.
- (c) *Treatment:* On the Effective Date, each Holder of a First Lien Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction of such Claim:
 - (i) in the event of a Recapitalization Transaction, its *pro rata* share of 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan; or
 - (ii) in the event of a Sale Transaction, its *pro rata* share of the Distributable Consideration (including, for the avoidance of doubt, the Residual Cash).
- (d) *Voting:* Class 3 is Impaired under the Plan, and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 - General Unsecured Claims

- (a) *Classification:* Class 4 consists of General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each Holder of a General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the GUC Trust Net Assets.
- (c) *Voting:* Class 4 is Impaired under the Plan, and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 - Section 510(b) Claims

- (a) *Classification:* Class 5 consists of all Section 510(b) Claims.
- (b) *Treatment:* On the Effective Date, all Section 510 Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510 Claims will not receive any distribution on account of such Section 510 Claims.
- (c) *Voting:* Class 5 is Impaired under the Plan. Holders of Allowed Claims in Class 5 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6 - Intercompany Claims

- (a) *Classification:* Class 6 consists of all Intercompany Claims.
- (b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser and consistent with the Purchase Agreement, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Claim.
- (c) *Voting:* Class 6 is Unimpaired if the Class 6 Claims are Reinstated or Impaired if the Class 6 Claims are cancelled. Holders of Class 6 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 - Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, Intercompany Interests shall be, at the election of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser and consistent with the Purchase Agreement, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Interests.
- (c) *Voting:* Class 7 is Unimpaired if the Class 7 Interests are Reinstated or Impaired if the Class 8 Interests are cancelled. Holders of Class 7 Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 - Existing Equity Interests

- (a) *Classification:* Class 8 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, all Existing Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of Interests shall receive no recovery or distribution on account of their Existing Equity Interests.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed Interests in Class 8 are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. *Voting Classes, Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. *Intercompany Interests.*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of New Common Stock, and in exchange for the agreement of the Debtors and/or the Post-Effective Date Debtors, as applicable, under the Plan to make certain distributions to the Holders of Allowed Claims.

G. *Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. Subject to the consent rights set forth in the RSA and the Purchase Agreement, the Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and their respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, and subject to the RSA, the Post-Effective Date Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims and Interests.

To the greatest extent permissible under the Bankruptcy Code, and in consideration of the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. To the greatest extent permissible under the Bankruptcy Code, the Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions (which, for the avoidance of doubt, shall in each case be in form, substance, and structure reasonably acceptable to the Required Consenting Term Lenders and, solely with respect to items (i), (ii), (viii), and (ix), subject to the consent rights set forth in the Purchase Agreement in the event of a Sale Transaction) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the execution and delivery of the New Takeback Facility Documents and entry into the New Takeback Facility; (v) the issuance and distribution of the New Common Stock as set forth in the Plan; (vi) the implementation of the Management Incentive Plan; (vii) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); (viii) the execution of a Purchase Agreement and consummation of a Sale Transaction in accordance therewith; (ix) such other transactions that, in the reasonable

business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, the Required Consenting Term Lenders (in the event of a Recapitalization Transaction), and the Purchaser (in the event of a Sale Transaction), are required to effectuate the Restructuring Transactions; and (x) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 105, 363, 1123, and 1141 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Asset Sale in the event of an Asset Sale.

The Debtors shall pursue the Recapitalization Transaction unless the Debtors determine, with the consent of the Required Consenting Term Lenders, to pursue an Equity Investment Transaction or an Asset Sale.

C. The Equity Investment Transaction or Recapitalization Transaction.

If the Equity Investment Transaction or Recapitalization Transaction occurs, the following provisions shall govern.

1. The Post-Effective Date Debtors.

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Organizational Documents. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund or make distributions under the Plan, as applicable, with: (i) the issuance of New Takeback Facility Loans under the New Takeback Facility, (ii) the proceeds from the Equity Investment Transaction; (iii) the New Common Stock, (iv) the GUC Trust Net Assets, and (v) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Common Stock, will be exempt from Securities Act registration, as described more fully in Article IV.C.5 below.

(a) The New Takeback Facility.

In the event of a Recapitalization Transaction, on the Effective Date, the Post-Effective Date Debtors shall enter into the New Takeback Facility Credit Agreement. Confirmation of the Plan shall be deemed approval of the New Takeback Facility and the New Takeback Facility Documents, as applicable, and all transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Post-Effective Date Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Post-Effective Date Debtors to enter into and execute the New Takeback Facility Documents and such other documents as may be required to effectuate the treatment afforded by the New Takeback Facility. Execution of the New Takeback Facility Credit Agreement by the New Takeback Facility Agent shall be deemed to bind all Holders of DIP Claims as if each such Holder had executed the New Takeback Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Takeback Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Takeback Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Takeback Facility Documents, and (d) shall not be subject

to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

(b) New Common Stock.

Reorganized Cyxtera shall be authorized to issue a certain number of shares of New Common Stock pursuant to its New Organizational Documents and any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the New Common Stock shall be authorized without the need for any further corporate action. On the Effective Date, the New Common Stock shall be issued and distributed pursuant to, and in accordance with, the Plan, and, in the event of an Equity Investment Transaction, the Purchase Agreement.

All of the shares of New Common Stock issued pursuant to the Plan and, if applicable, the Purchase Agreement shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Common Stock shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The New Common Stock will not be registered under the Securities Act or on any national securities exchange as of the Effective Date.

3. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4. Plan Implementation.

In the event of an Equity Investment Transaction, on the Effective Date, the Purchaser shall purchase substantially all of the New Common Stock free and clear of all Liens, Claims, Interests, charges, or other encumbrances in exchange for the Purchase Price set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Purchaser, and the Post-Effective Date Debtors, as applicable, to undertake the

transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

The Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Equity Investment Transaction pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

5. New Organizational Documents.

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended as may be necessary to effectuate the transactions contemplated by the Plan. To the extent required under the Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation and the New Organizational Documents. For the avoidance of doubt, any claimant's acceptance of the New Common Stock shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Post-Effective Date Debtors.

6. Certain Securities Law Matters.

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Common Stock as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The shares of New Common Stock to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered "restricted securities," will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

7. Management Incentive Plan.

On or as soon as reasonably practicable following the Effective Date, the Post-Effective Date Debtors shall adopt and implement the Management Incentive Plan, which will provide that up to 10% of the value of the New Common Stock as of the Effective Date, on a fully diluted basis, shall be issued in connection with the Management Incentive Plan on terms acceptable to the Required Consenting Term Lenders and the Debtors and, in the event of an Equity Investment Transaction, the Purchaser. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

8. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, if applicable, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Post-Effective Date Debtors and shall remain in place as of the Effective Date, and the Post-Effective Date Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Post-Effective Date Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Post-Effective Date Debtors, such employee, and the Required Consenting Term Lenders and, in the event of an Equity Investment Transaction, the Purchaser.

D. *The Asset Sale.*

If the Asset Sale occurs, the following provisions shall govern.

1. The Asset Sale.

On the Effective Date, the Debtors shall consummate the Sale Transaction contemplated by the Purchase Agreement. Following the discharge of the Debtors pursuant to Section 1141 of the Bankruptcy Code and as set forth in this Plan and the Confirmation Order, the Acquired Assets shall, to the extent set forth in the Purchase Agreement, be transferred to and vest in the Purchaser free and clear of all Liens, Claims, Interests, charges, or other encumbrances (except for those Liens, Claims, Interests, charges, or other encumbrances expressly assumed by the Purchaser pursuant to the terms of the Purchase Agreement) in exchange for the Purchase Price as set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Post-Effective Date Debtors, and the Purchaser, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 105, 363, 365, 1123(a)(5)(B), 1123(a)(5)(D), 1123(b)(4), 1141(b), and 1141(c) of the Bankruptcy Code. From and after the Effective Date, except as expressly set forth in the Purchase Agreement, neither the Purchaser nor any of its affiliates shall be liable for any Claims, Administrative Claims, or other liabilities of the Debtors or the Post-Effective Date Debtors, which shall be payable solely in accordance with this Plan and from the proceeds of the Asset Sale and the other assets of the Debtors or Post-Effective Date Debtors, as applicable, that do not constitute Assumed Liabilities (as defined in the Purchase Agreement) or that were not otherwise transferred or assigned to the Purchaser or any of its affiliates pursuant to the Purchase Agreement.

Subject to the consent rights set forth in the RSA, the Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan, as well as to execute, deliver, file, record, and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court; act or action under applicable law, regulation, order, rule; or the vote, consent, authorization, or approval of any Entity. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Sale Transaction and the Plan, and any documents in connection therewith, shall be deemed authorized and approved without any requirement of further act or action by the Debtors. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or

approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan with: (i) the proceeds from the Asset Sale, (ii) the GUC Trust Net Assets, (iii) the Debtors' Cash on hand, and (iv) the proceeds of any Causes of Action retained by the Post-Effective Date Debtors. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

3. Post-Effective Date Debtors.

On and after the Effective Date, the Post-Effective Date Debtors shall continue in existence for purposes of (i) winding down the Debtors' business and affairs as expeditiously as reasonably possible as authorized by the Bankruptcy Court; (ii) resolving Disputed Claims; (iii) making distributions on account of Allowed Claims as provided hereunder; (iv) establishing and funding the Distribution Reserve Accounts; (v) enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (vi) filing appropriate tax returns; (vii) complying with any continuing obligations under the Purchase Agreement; and (viii) administering the Plan in an efficacious manner. The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

Notwithstanding anything to the contrary in the Plan, on the Effective Date, any Cause of Action not settled, released, discharged, enjoined, or exculpated under the Plan or transferred pursuant to the Purchase Agreement on or prior to the Effective Date shall vest in the Post-Effective Date Debtors and shall be subject to administration by the Plan Administrator, and the net proceeds thereof shall be Distributable Consideration.

4. Plan Administrator.

On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The Plan Administrator shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan in accordance with the Wind Down and as otherwise provided in the Confirmation Order.

From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. The foregoing shall not limit the authority of the Post-Effective Date Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer. The Debtors, after the Confirmation Date, and the Post-Effective Date Debtors or Plan Administrator, after the Effective Date, shall be permitted to make payments to employees pursuant to employment programs then in effect, and, in the reasonable business judgment of the Plan Administrator and upon three (3) Business Days' notice to counsel to the

AHG, to implement additional employee programs and make payments thereunder solely as necessary to effectuate the Wind Down, without any further notice to or action, order, or approval of the Bankruptcy Court.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the business and affairs of the Debtors and Post-Effective Date Debtors, including: (i) making distributions under the Plan; *provided* that, prior to making final distributions as contemplated herein and until all letters of credit issued under the First Lien Credit Agreement are replaced and cancelled, are drawn, or expire pursuant to their terms, the Plan Administrator or the Disbursing Agent, at the election of the Debtors or the Post-Effective Date Debtors, as applicable, shall reserve an amount of Distributable Consideration or New Common Stock, as applicable, on account of the Undrawn LC Facility Claims equal to the incremental distributions to which such Holders of First Lien Claims would be entitled if all undrawn letters of credit issued under the First Lien Credit Agreement were drawn and funded as contemplated therein (the “Undrawn LC Facility Claims Reserve”); (ii) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post-Effective Date Debtors in accordance with the Wind-Down Reserve; (iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (iv) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (v) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtors; (vi) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (vii) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors; (viii) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in accordance with Article IV.E; (ix) administering and paying taxes of the Post-Effective Date Debtors, including filing tax returns; (x) representing the interests of the Post-Effective Date Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; (xi) in the event of a Sale Transaction, discharging the Sellers’ and the Post-Effective Date Debtors’ Post-Effective Date obligations under the Purchaser Agreement; and (xii) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Wind-Down Reserve.

To the extent that undrawn letters of credit issued under the First Lien Credit Agreement are drawn after the Distribution Record Date, such Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve. The Plan Administrator shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise. For the avoidance of doubt, the foregoing shall not affect distributions to holders of First Lien Claims on account of drawn letters of credit as of the Distribution Record Date.

(a) Retention of Professionals.

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, at the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties for the Post-Effective Date Debtors. The reasonable fees and expenses of such professionals, if applicable, shall be paid from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Post-Effective Date Debtors’ retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

(b) Compensation of the Plan Administrator.

The Plan Administrator’s compensation, on a post-Effective Date basis, shall be as described in the Plan Supplement, reasonably acceptable to the Required Consenting Term Lenders, and paid out of the Wind-Down Reserve. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with

such Plan Administrator's duties shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

(c) Plan Administrator Expenses.

All costs, expenses, and obligations incurred by the Plan Administrator or the Post-Effective Date Debtors in administering the Plan or in effecting distributions thereunder (including the reimbursement of reasonable expenses), including any costs, expenses, or obligations in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Reserve.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

(d) Exculpation, Indemnification, Insurance, and Liability Limitation.

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtors. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtors and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtors. The Plan Administrator may rely upon written information previously generated by the Debtors.

(e) Tax Returns.

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors and, pursuant to section 505 of the Bankruptcy Code and subject to applicable law, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate.

(f) Dissolution of the Post-Effective Date Debtors.

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made, completion of all of its duties under the Plan and the Purchase Agreement, and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtors shall be deemed to be dissolved without any further action by the Post-Effective Date Debtors, including the filing of any documents with the secretary of state for the state in which each Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtors in and withdraw the Post-Effective Date Debtors from applicable state(s).

To the extent the Debtors have any Cash or other property remaining after the Chapter 11 Cases have been closed, such Cash or other property shall constitute Residual Cash and shall be immediately allocated and distributable to the Holders of Allowed First Lien Claims.

5. Wind Down.

As soon as practicable after the Effective Date, the Plan Administrator shall: (i) cause the Debtors and the Post-Effective Date Debtors, as applicable, to comply with and abide by the terms of the Purchase Agreement and any other documents contemplated thereby; (ii) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of one or more of the Debtors or the Post-Effective Date Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (iii) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the shareholders or board of

directors or managers of any Debtor. From and after the Effective Date, except with respect to Post-Effective Date Debtors as set forth herein, the Debtors (x) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (y) shall be deemed to have canceled pursuant to the Plan all Existing Equity Interests, and (z) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

E. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII hereof and, in the event of a Sale Transaction, the Purchase Agreement and any related documents and schedules, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action (i) acquired by the Purchaser in accordance with the Purchase Agreement, as applicable, or (ii) released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Post-Effective Date Debtors, as applicable, as of the Effective Date.

The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as may be assigned or transferred to the Purchaser in accordance with the Purchase Agreement or as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims, and the Plan Administrator, if applicable, shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause

of Action preserved pursuant to this Article IV.E include any Claim or Cause of Action against a Released Party or Exculpated Party.

F. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the New Takeback Facility or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the First Lien Credit Documents and all other credit agreements and indentures, shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto, including any Liens and/or claims in connection therewith, shall be deemed satisfied in full, cancelled, discharged, released, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification and participation by the other lenders in letters of credit under the DIP Documents, the Receivables Program Documents, the First Lien Credit Documents, and the Bridge Facility Documents shall remain binding and enforceable in accordance with the terms of such documents; *provided* that any such rights to indemnification shall remain binding and enforceable only as against the Post-Effective Date Debtors and shall not (i) be subject to discharge, impairment, or release under the Plan or the Confirmation Order or (ii) be asserted against the Purchaser, any of its Affiliates, or their respective property or assets, including any Acquired Entity (as defined in the Purchase Agreement).

G. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to or from any other Person) of property under the Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the New Takeback Facility; (vi) the Sale Transaction and any agreement, acquisition, or transaction entered into by the Purchaser or any of its affiliates in connection with the Sale Transaction or in furtherance thereof, including any acquisitions of real or personal property by the Purchaser or its affiliates from one or more of the Debtors' creditors or landlords in connection with consummation of the Sale Transaction or from other parties in connection with the closing of the Sale Transaction and/or integral to the financing thereof; or (vii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including, as and if applicable: (i) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (ii) the issuance and distribution of the New Common Stock; (iii) implementation of the Restructuring Transactions; (iv) entry into the New Takeback Facility Documents; (v) all other actions

contemplated under the Plan (whether to occur before, on, or after the Effective Date); (vi) adoption of the New Organizational Documents; (vii) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (viii) adoption by the New Board of the Management Incentive Plan; (ix) consummation of the Sale Transaction pursuant to the Purchase Agreement and related documents; (x) formation of the Post-Effective Date Debtors and selection of the Plan Administrator; and (xi) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors and any corporate action required by the Debtors or the Post-Effective Date Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Post-Effective Date Debtors, including, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the New Common Stock, the New Organizational Documents, the New Takeback Facility, the New Takeback Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Directors and Officers of the Post-Effective Date Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Cyxtera shall expire. In the event of a Recapitalization Transaction or an Equity Investment Transaction, the members for the initial term of the New Board shall be appointed; *provided*, that the disinterested directors of Cyxtera, comprising the special committee of Cyxtera's board of directors, shall retain authority following the Effective Date with respect to matters relating to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The disinterested directors of Cyxtera shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Post-Effective Date Debtors, the Purchaser, or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. In the event of a Recapitalization Transaction or an Equity Investment Transaction, each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors. The members of the New Board shall be chosen by the Debtors or the Post-Effective Date Debtors, subject to the applicable terms of the RSA and, if applicable, the Purchase Agreement.

J. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date Debtors and their respective officers and boards of directors and managers are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Post-Effective Date Debtors without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

K. Vesting of Assets in the Post-Effective Date Debtors.

Except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, the Plan, the Plan Supplement, or the New Takeback Facility Documents, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan (other than the GUC Trust Assets) shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in

the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Private Company.

The Post-Effective Date Debtors shall not have any class of Equity Securities listed on a national securities exchange and shall make commercially reasonable efforts to take the steps necessary to be a private company without Securities Act or Exchange Act reporting obligations upon emergence or as soon as practicable thereafter in accordance with and to the extent permitted by the Securities Act and the Exchange Act.

M. GUC Trust.

1. General Terms.

On the Effective Date, the Debtors and the GUC Trustee shall enter into the GUC Trust Agreement and the GUC Trust Assets shall vest or deem to be vested in the GUC Trust automatically without further action by any Person, free and clear of all Claims and Liens, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trust shall be administered by the GUC Trustee and governed by the GUC Trust Agreement and shall have the sole power and authority to distribute the GUC Trust Net Assets to Holders of Allowed General Unsecured Claims in accordance with the treatment set forth in the Plan for Class 4. The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust and the GUC Trustee.

The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the responsibility and requisite power to reconcile General Unsecured Claims, including asserting any objections thereto. From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, shall, in the ordinary course of business and without the need for any approval by the Bankruptcy Court, pay the GUC Trust Fees and Expenses from the GUC Trust Assets. The Debtors, the Post-Effective Date Debtors, and their Affiliates (and anyone acting on their behalf) shall not be responsible for any costs, fees, or expenses of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at the later of (i) such time as all distributions required to be made by the GUC Trustee under the Plan have been made, and (ii) the fifth anniversary of the Effective Date (unless extended by order of the Bankruptcy Court).

2. Tax Treatment.

In furtherance of this section of the Plan, (i) it is intended that the GUC Trust be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code to the Holders of General Unsecured Claims, consistent with the terms of the Plan, and accordingly, all assets held by the GUC Trust are intended to be deemed for United States federal income tax purposes to have been distributed by the Debtors or the Post-Effective Date Debtors, as applicable, to the Holders of Allowed General Unsecured Claims, and then contributed by the Holders of Allowed General Unsecured Claims to the GUC Trust in exchange for their interest in the GUC Trust; (ii) the primary purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Net Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (iii) all parties (including, without limitation, the Debtors, the Post-Effective Date Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with such treatment described in provisos (i) and (ii) of this paragraph; (iv) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (v) the GUC Trustee shall be responsible for filing all applicable

tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); and (vi) the GUC Trustee shall annually send to each Holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for United States federal income tax purposes.

Subject to definitive guidance from the United States Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the United States Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (i) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for United States state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. Any taxes (including with respect to earned interest, if any) imposed on the GUC Trust as a result of this treatment shall be paid out of the assets of the GUC Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The GUC Trustee may request an expedited determination of taxes of the GUC Trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

The GUC Trust shall continue to have all of the rights and powers granted to the GUC Trust as set forth in this Plan and applicable non-bankruptcy law, and the GUC Trustee shall also have the rights, powers, and obligations set forth in the GUC Trust Agreement.

3. Transfer of GUC Trust Interests.

Any and all interests in the GUC Trust shall be transferrable either (i) with the consent of the Post-Effective Date Debtors or, (ii) by will, intestate succession, or otherwise by operation of law. In addition, any and all interests in the GUC Trust will not constitute “securities” and will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such interests constitute “securities,” the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied, and the offer, issuance, and distribution under the Plan of interests in the GUC Trust will be exempt from registration under the Securities Act and all applicable state and local securities laws and regulations.

N. *Director and Officer Liability Insurance.*

After the Effective Date, none of the Post-Effective Date Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect on or after the Petition Date, with respect to conduct or events occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date. For the avoidance of doubt, in the event of an Asset Sale, the D&O Liability Insurance Policies will not be assumed and assigned to the Purchaser, and any obligations in connection therewith shall not be enforceable against the Purchaser.

ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption of Executory Contracts and Unexpired Leases.*

On the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall (i) in the event of an Equity Investment Transaction or a Recapitalization Transaction, be deemed assumed or assumed and assigned, as applicable; or (ii) in the event of an Asset Sale, be (a) assumed or assumed and assigned to the Purchaser or a

designee in accordance with the Purchase Agreement, as applicable, if it is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (b) assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement if it is not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and does not relate exclusively to Excluded Assets or Excluded Liabilities; or (c) rejected if it is (x) listed on the Schedule of Rejected Executory Contracts and Unexpired Leases or (y) not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and relates exclusively to Excluded Assets or Excluded Liabilities. For the avoidance of doubt, the foregoing shall not affect any Executory Contract or Unexpired Lease that is (i) explicitly designated by the Plan or the Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with the Confirmation of the Plan; (ii) subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iii) a D&O Liability Insurance Policy; or (iv) a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in the Plan, the Plan Supplement, the Purchase Agreement (in the event of a Sale Transaction), and the Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. In the event of a Sale Transaction, each Executory Contract and Unexpired Lease assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement shall vest in and be fully enforceable by the Purchaser or the applicable designee in accordance with its terms, except as modified by the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption and assignment.

Except as otherwise provided herein or agreed to by the Debtors, the Purchaser (in the event of a Sale Transaction), and the applicable counterparty, each assumed (or assumed and assigned) Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, and with the consent of the Purchaser (in the event of an Asset Sale), reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including ten (10) days before the Effective Date; *provided* that, following the Effective Date and solely in the event of an Asset Sale, the Plan Administrator or Purchaser may supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time in accordance with the Purchase Agreement, including the notice and consent rights set forth therein; *provided further* that in the event of a Recapitalization Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the RSA, and in the event of a Sale Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the Purchase Agreement.

B. Indemnification Obligations.

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance

Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order; (ii) remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors and/or the Plan Administrator, as applicable. For the avoidance of doubt, if the Asset Sale is consummated, no such obligations shall be enforceable against the Purchaser or any of its affiliates.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejection, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan, the Schedule of Rejected Executory Contracts and Unexpired Leases, or the Purchase Agreement in the event of a Sale Transaction, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Post-Effective Date Debtors no later than thirty (30) days after the effective date of such rejection. The notice of the Plan Supplement shall be deemed appropriate notice of rejection when served on applicable parties.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within thirty (30) days after the effective date of such rejection will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, the GUC Trust, the Purchaser, the Plan Administrator, or their property without the need for any objection by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the Purchaser, or the GUC Trust, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Post-Effective Date Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Post-Effective Date Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection (an “Executory Contract Objection”) filed by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment, including pursuant to the Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption or Rejection Objection Deadline or any other deadline that may be set by the Bankruptcy Court. Any Executory Contract Objection (x) timely Filed prior to the Confirmation Hearing will be heard by the Bankruptcy Court at the Confirmation Hearing unless otherwise agreed to by the Debtors and the objecting party, with the consent of the Purchaser (in the case of an Asset Sale), or (y) timely Filed after the Confirmation Hearing shall be heard as soon as reasonably practicable on a date requested by the Debtors or the Post-Effective Date

Debtors, as the case may be, with the consent of the Purchaser (in the event of an Asset Sale). Any Executory Contract Objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Purchaser or any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure amount; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure amount despite the failure of the relevant counterparty to File an Executory Contract Objection. The Debtors or the Post-Effective Date Debtors, as applicable, may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption and/or assignment.

If there is any dispute regarding any Cure, the ability of the Post-Effective Date Debtors, or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption (or assumption and assignment), then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order (which may be the Confirmation Order) resolving such dispute, approving such assumption (and, if applicable, assumption and assignment), or as may be agreed upon by the Debtors or the Post-Effective Date Debtors, the Purchaser, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

To the extent an Executory Contract Objection relates solely to a Cure, the Debtors or the Post-Effective Date Debtors, as applicable, may assume and/or assume and assign the applicable Executory Contract or Unexpired Lease prior to the resolution of the Cure objection; *provided* that the Debtors or the Post-Effective Date Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure payment by the non-Debtor party to such Executory Contract or Unexpired Lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the applicable Post-Effective Date Debtor); *provided* further that any Cash reserved in accordance with the forgoing shall not constitute an Acquired Asset and shall be maintained by the Debtors or the Post-Effective Date Debtors, as applicable.

Assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan, the Purchase Agreement, or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed (or assumed and assigned) in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

For the avoidance of doubt, if the Asset Sale is consummated pursuant to the Purchase Agreement, the Purchaser shall not have any obligation with respect to any Cure. To the extent any Cure dispute arises after the Effective Date with respect to an Executory Contract or Unexpired Lease assumed and assigned to the Purchaser, the resolution of such Cure dispute shall be the sole responsibility of the Debtors or the Post-Effective Date Debtors, and the Purchaser shall have no liability in connection therewith.

E. Insurance Policies.

Each of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. If the Debtors consummate the Equity Investment Transaction or the Recapitalization Transaction, unless otherwise provided in the Plan, on the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any

agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revest in the Post-Effective Date Debtors.

If the Debtors consummate the Asset Sale, unless otherwise provided in the Plan or Purchase Agreement, on the Effective Date, (i) each of the Debtors' insurance policies (excluding all D&O Liability Insurance Policies) shall be assumed and assigned to the Purchaser in accordance with the Purchase Agreement and (ii) each of the Debtors' D&O Liability Insurance Policies shall be assumed by the Debtors and shall revest in the Post-Effective Date Debtors.

Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (ii) alters or modifies the duty, if any, that the insurers or third party administrators pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor.

F. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

G. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent or the GUC Trustee, as applicable, on the Effective Date or at such other time as provided for in the Plan. The Disbursing Agent and the GUC Trustee shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent or the GUC Trustee is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date Debtors or the GUC Trust, respectively.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby (other than distributions on account of General Unsecured Claims); (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims or Allowed Interests shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent or the GUC Trustee, as appropriate: (a) to the signatory set forth on any Proof of Claim or Proof of Interest filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is filed or if the Debtors or the GUC Trust have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Post-Effective Date Debtors, or the Disbursing Agent or the GUC Trustee, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims or Allowed Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim or Allowed Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trustee, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

3. Minimum Distributions.

No fractional shares of New Common Stock shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent or the GUC Trustee has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (in the case of distributions from the GUC Trust Net Assets), as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder related to such property or interest in property shall be discharged and forever barred. The Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trust shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings. For the avoidance of doubt, treatment of undeliverable distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

E. Manner of Payment.

At the option of the Disbursing Agent or the GUC Trustee, as applicable, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in the GUC Trust Agreement or other applicable agreements.

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Post-Effective Date Debtors, and the GUC Trust reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances in a tax-efficient manner acceptable to the Required Consenting Term Lenders.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan, the DIP Orders, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in the Plan, each Post-Effective Date Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Post-Effective Date Debtor(s) and Holder of Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Post-Effective Date Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors, the Post-Effective Date Debtors, and the GUC Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets), as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder timely to repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets) annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Disputed Claims Process.

The Debtors and the Post-Effective Date Debtors, and the GUC Trust (solely with respect to General Unsecured Claims), shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under the Plan. **Except as otherwise provided herein, all Proofs of Claim Filed after the earlier of: (a) the Effective Date or (b) the applicable claims bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, without the need for any objection by the Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan and the Purchase Agreement (in the event of an Asset Sale), the Plan Administrator, each of the Post-Effective Date Debtors, the GUC Trust, or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction), as applicable, shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim or Interest.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by the Plan or a Final Order is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

C. Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any such Disputed Claim or Interest, including during the litigation of any objection to any Disputed Claim or Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim or Interest that has been expunged from the Claims Register but that either is subject to appeal or has not been the subject of a Final Order shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim or Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) days after the date on which such Disputed Claim or Interest is estimated.

D. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (solely with respect to the General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, shall have the sole authority: (i) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (ii) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise

provided herein, from and after the Effective Date, each Post-Effective Date Debtor or the GUC Trust, as applicable, shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed by the Post-Effective Date Debtors or the GUC Trust, and, in the event of an Asset Sale, with the consent of the Purchaser solely to the extent that such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, on or before the Claims Objection Deadline, as such deadline may be extended from time to time.

F. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (with respect to General Unsecured Claims), as applicable, without the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust, as applicable having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disputed and Contingent Claims Reserve.

On or after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the applicable Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim. Following the final resolution of all Disputed Claims, any residual amounts in the Disputed Claims Reserve shall constitute Residual Cash and be immediately distributable to Holders of Allowed First Lien Claims.

H. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Post-Effective Date Debtors, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Post-Effective Date Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan after notice to the Holder of such Claim, but without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Post-Effective Date Debtors or the GUC Trust (with respect to the General Unsecured Claims), in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

I. Amendments to Proofs of Claim or Interest.

On or after the Effective Date, a Proof of Claim or Proof of Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the GUC Trust (with respect to General Unsecured Claims), or the Purchaser (solely to the extent that

the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction), as applicable, and any such new or amended Proof of Claim or Proof of Interest Filed that is not so authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction) as applicable; *provided* that the foregoing shall not apply to Administrative Claims or claims filed by Governmental Units to the extent the applicable bar date has not yet occurred.

J. Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

K. Distributions After Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest (as applicable) in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent (or the GUC Trustee, with respect to General Unsecured Claims) shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.

**ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, including the Purchase Agreement in the event of an Asset Sale, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Post-Effective Date Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action (including any Causes of Action or Claims based on theories or allegations of successor liability) that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims) and Interests (other than any Intercompany Interests that are Reinstated) and in the event of an Asset Sale, the transfer of the Debtors' assets free and clear of any and all such Claims and Interests, subject to the occurrence of the Effective Date.

B. Release of Liens.

Except as otherwise provided in the New Takeback Facility Documents, the Plan, the Confirmation Order, the Purchase Agreement (if applicable), or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns. Any Holder of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Post-Effective Date Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors, their Estates, and, if applicable, the Post-Effective Date Debtors and the Plan Administrator, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any Avoidance Actions and any derivative claims asserted or assertable on behalf of the Debtors, their Estates, the Post-Effective Date Debtors, or the Plan Administrator), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, their Estates, the Post-Effective Date Debtors, if applicable, the Plan Administrator, if applicable, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way

any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interests of the Debtors and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Debtors' Estates, or, if applicable, the Post-Effective Date Debtors or the Plan Administrator, asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Holders of Claims and Interests.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and

compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising prior to the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the New Takeback Facility Documents, the Receivables Program Documents, and all other Definitive Documents, the solicitation of votes for, or Confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, if applicable, in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability; *provided*, however, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

F. Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in the Post-Effective Date Debtors has been liquidated and distributed in accordance with the terms of the Plan, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and

(v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.F.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Post-Effective Date Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Post-Effective Date Debtors, or another Entity with whom the Post-Effective Date Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Post-Effective Date Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Post-Effective Date Debtors, and in accordance with the Purchase Agreement (if applicable).

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (i) such Claim has been adjudicated as non-contingent or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;
2. in the event of an Asset Sale, the Distribution Reserve Accounts shall have been established and funded with the Priority Claims Reserve Amount and the Wind-Down Amount;
3. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall have become a Final Order;
4. each document or agreement constituting the applicable Definitive Documents, the form and substance of which shall be subject to the consent rights set forth in the RSA (and, in the event of a Sale Transaction, shall be subject to the consent rights set forth in the Purchase Agreement or shall otherwise be in form and substance reasonably acceptable to the Purchaser), shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties prior to or contemporaneously with the occurrence of the Effective Date;
5. the New Takeback Facility Documents, if applicable, the form and substance of which shall be subject to the consent rights set forth in the RSA, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the Required Consenting Term Lenders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;
6. the DIP Claims shall have been indefeasibly paid in full in Cash or, solely to the extent set forth herein, satisfied by the New Takeback Facility;
7. unless an Asset Sale occurs, the New Common Stock shall have been issued;
8. all Restructuring Expenses, to the extent invoiced, shall have been paid in full;
9. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;
10. if and as applicable, the Purchase Agreement shall (i) have been executed and all conditions precedent to closing of the Sale Transaction shall have occurred, been waived in accordance with the Purchase Agreement, or will occur substantially simultaneously with the effectiveness of the Plan and (ii) be in full force and effect and binding upon the relevant parties according to its terms;
11. if and as applicable, the Purchaser shall deliver the Purchase Price to the Debtors in exchange for the Post-Effective Date Debtors' distribution of the substantially all of the New Common Stock or transfer of substantially all of the Debtors' assets or as otherwise agreed to by the Debtors and the Purchaser;
12. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;
13. the RSA shall remain in full force and effect;
14. the GUC Trust Agreement shall have been executed and the GUC Trust Assets shall have vested or be deemed to have vested in the GUC Trust;
15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code;
16. no Bankruptcy Court order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the Bankruptcy Code with respect to the Debtors;

17. the Plan shall not have been materially amended, altered, or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with the terms of the Plan as confirmed by the Confirmation Order, the RSA, and, in the event of an Asset Sale, the Purchase Agreement; and

18. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX, except for the conditions set forth in Article IX.A.8 and 17 of the Plan (each of which may not be waived without the consent of the affected parties), may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Required Consenting Term Lenders and, in the event of a Sale Transaction, the Purchaser, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors or other Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect; *provided* that all provisions of the RSA or the Purchase Agreement that survive termination thereof shall remain in effect in each case, in accordance with the terms thereof.

D. Substantial Consummation.

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan and only to the extent permitted by the RSA, and in the event of a Sale Transaction, only to the extent permitted by the Purchase Agreement and subject to the consent rights set forth in the Purchase Agreement, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan, the RSA, and in the event of a Sale Transaction, the Purchase Agreement and the consent rights set forth therein, and the requirements of section 1127 of the Bankruptcy Code, rule 3019 of the Bankruptcy Rules, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify, the Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA and, in the event of a Sale Transaction, only to the extent permitted by the Purchase Agreement and subject to the Purchase Agreement in all respects (including Article VIII and Section 10.12 thereof), the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. Subject to the Purchase Agreement (including Article VIII and Section 10.12 thereof), if the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of such Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, assumed and assigned, or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
4. grant any consensual request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;
5. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan, the Sale Transaction (as applicable), and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with the Plan, the Sale Transaction (as applicable), or the Disclosure Statement;

9. enforce the terms of the Purchase Agreement and any related documents or schedules thereto (if applicable) and enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in the Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, including the RSA, and the Purchase Agreement (if applicable);

16. enter an order concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements (including the Purchase Agreement, if applicable), documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII hereof;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Takeback Facility Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Post-Effective Date Debtors, the Purchaser (if applicable), and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan and the RSA. The Debtors or the Post-Effective Date Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Post-Effective Date Debtors, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) for each quarter (including any fraction thereof) until such Post-Effective Date Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee and any other statutory committee appointed in these Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Post-Effective Date Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

All monthly reports shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) on the Effective Date, and following the Effective Date, the Post-Effective Date Debtors (or the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof) and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

Cyxtera Technologies, Inc.
Attention: Victor Semah, Chief Legal Counsel
E-mail address: victor.semah@cyxtera.com
with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Edward O. Sassower, Christopher Marcus, Derek I. Hunter
E-mail addresses: esassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

2. if to a member of the AHG, to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, NY 10166
Attention: Scott J. Greenberg, Steven Domanowski, Stephen D. Silverman
E-mail addresses: sgreenberg@gibsondunn.com,
sdomanowski@gibsondunn.com

ssilverman@gibsondunn.com

3. if to a Consenting Sponsor, to:

Latham & Watkins LLP
1271 6th Avenue
New York, NY 10020
Attention: George A. Davis, Joseph C. Celentino
E-mail addresses: george.davis@lw.com,
joe.celentino@lw.com

4. if to the Committee, to:

Pachulsky Stang Ziehl & Jones LLP
780 Third Avenue
New York, NY 10017
Attention: Bradford J. Sandler, Robert J. Feinstein, Paul J. Labov
E-mail addresses: bsandler@pszjlaw.com,
rfeinstein@pszjlaw.com
plabov@pszjlaw.com

5. if to the Purchaser, to:

c/o Brookfield Asset Management Inc.
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Fred Day, Michael Rudnick
E-mail addresses: fred.day@brookfield.com
michael.rudnick@brookfield.com

with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Brian S. Hermann, Jacob A. Adlerstein
E-mail addresses: bhermann@paulweiss.com
jadlerstein@paulweiss.com

After the Effective Date, the Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, including with respect to the Purchase Agreement (if applicable), and without limiting the effectiveness of the RSA, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.kccllc.net/cyxtera> or the Bankruptcy Court's website at www.tx.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan, and any deletion or modification thereof shall be subject to the consent rights set forth in the RSA, the Purchase Agreement (if applicable), and herein; and (iii) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

M. Good Faith; No Collusion.

In the event of an Asset Sale, upon entry of the Confirmation Order, the Debtors and the Purchaser, and each of their management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers, equity holders, and representatives will be found and deemed to have negotiated, proposed, and entered into the Purchase Agreement in good faith, without collusion or fraud, and from arms'-length bargaining positions.

N. Closing of Chapter 11 Cases.

The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

O. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the RSA, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

P. Creditor Default.

An act or omission by a Holder of a Claim or Interest or the Purchaser in contravention of the provisions of the Plan shall be deemed an event of default under the Plan. Upon an event of default, the Post-Effective Date Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Post-Effective Date Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (a) designate a party to appear, sign, and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award a judgment against such defaulting Holder of a Claim or Interest in favor of the Post-Effective Date Debtors in an amount, including interest, if applicable, to compensate the Post-Effective Date Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of the Plan.

Q. Removal or Abandonment of Third Parties' Property.

Except as set forth in the Purchase Agreement (if applicable), nothing in the Plan shall impose upon the Post-Effective Date Debtors any obligation to store or protect any third party's property, all of which property will be deemed abandoned and surrendered to the Post-Effective Date Debtors if such property has not been removed (by its owner in a commercially reasonable manner, and with insurance to cover any damage from such removal) from any real property owned or leased by the Post-Effective Date Debtors within forty-five (45) days after Confirmation of the Plan. Following the abandonment and surrender of any such property, the Post-Effective Date Debtors may sell, transfer, assign, scrap, abandon, or otherwise dispose of such property and retain any proceeds resulting therefrom.

[Remainder of page intentionally left blank.]

Dated: November 13, 2023

Cyxtera Technologies, Inc.
on behalf of itself and all other Debtors

/s/ Eric Koza

Name: Eric Koza
Title: Chief Restructuring Officer

Exhibit B

Redline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-14853 (JKS)
)
) (Jointly Administered)
)

~~THIRD~~FOURTH AMENDED JOINT PLAN OF
REORGANIZATION OF CYXTERA TECHNOLOGIES, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

COLE SCHOTZ P.C.

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*Co-Counsel to
the Debtors and Debtors in Possession*

Dated: November ~~2~~13, 2023

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' proposed Claims and Noticing Agent at <https://www.kccellc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida, 33134.

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INTRODUCTION

Cyxtera Technologies, Inc. and the above-captioned debtors and debtors in possession propose the Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations as well as a summary and description of the Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*Acquired Assets*” has the meaning set forth in the Purchase Agreement.
2. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; (d) Adequate Protection Claims (as defined in the DIP Orders); (e) Restructuring Expenses; (f) the Disinterested Director Fee Claims; (g) the Canadian Fee Claims; and (h) the Breakup Fee and the Expense Reimbursement (each as defined in the Purchase Agreement), to the extent payable under the Purchase Agreement.
3. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which: (a) with respect to Administrative Claims other than Professional Fee Claims, shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.
4. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code.
5. “*Agents*” means, collectively, the DIP Agent, the Prepetition Agent, the Bridge Facility Agent, the New Takeback Facility Agent, and the Receivables Program Agent, including, in each case, any successors thereto.
6. “*AHG*” means that certain ad hoc group of Holders of Term Loan Claims represented by the AHG Advisors.
7. “*AHG Advisors*” means (i) Gibson, Dunn & Crutcher LLP, (ii) Houlihan Lokey Capital, Inc., (iii) Gibbons P.C., and (iv) Goodmans LLP.
8. “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not

required under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions under the Plan on account of such Claims or Interests. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the applicable bar date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

9. “*Asset Sale*” means a Sale Transaction in which the Debtors sell all or substantially all of their assets to the Purchaser pursuant to the Purchase Agreement.

10. “*Assumption or Rejection Objection Deadline*” means the date that is ten (10) days after filing of the Schedule of Assumed Executory Contracts and Unexpired Leases; *provided* that if any Executory Contract or Unexpired Lease is added to or removed from such schedule, or its treatment, including payment of Cure or assignment, is altered pursuant to an amended Schedule of Assumed Executory Contracts and Unexpired Leases, then the Assumption or Rejection Objection Deadline solely with respect to such Executory Contract or Unexpired Lease shall be ten (10) days after filing of the amended Schedule of Assumed Executory Contracts and Unexpired Leases that sets forth such modification.

11. “*Avoidance Actions*” means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, and 553(b) of the Bankruptcy Code, and applicable non-bankruptcy law.

12. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of New Jersey.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

15. “*Bidding Procedures*” means the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order.

16. “*Bidding Procedures Documents*” means the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order.

17. “*Bidding Procedures Motion*” means the *Debtors’ Motion for Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 95].

18. “*Bidding Procedures Order*” means the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180].

19. “*Bridge Facility*” means that certain super senior financing facility issued pursuant to the Bridge Facility Credit Agreement.

20. “*Bridge Facility Agent*” means Wilmington Savings Fund Society, FSB, in its capacity as administrative and collateral agent under the Bridge Facility Credit Agreement.

21. “*Bridge Facility Credit Agreement*” means that certain Frist Lien Priority Credit Agreement dated as of May 4, 2023, by and among Initial Holdings, the Prepetition Borrower, the lenders party thereto, and the Bridge Facility Agent.

22. “*Bridge Facility Documents*” means the Bridge Facility Credit Agreement and any other documentation necessary to effectuate the incurrence of the Bridge Facility.

23. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

24. “*Canadian Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to (i) Gowling WLG (Canada) LLP, in its capacity as Cyxtera’s Canadian counsel pursuant to its engagement letter with Cyxtera; (ii) Alvarez & Marsal Canada Inc., in its capacity as the information officer in *In the Matter of Cyxtera Technologies Inc.*, (2023) Court File No. 2301-07385 (Can. Alta. KB); and (iii) McMillan LLP, in its capacity as counsel to Alvarez & Marsal Canada Inc. On the Effective Date, the Canadian Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

25. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

26. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

27. “*Cause of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

28. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

29. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

30. “*Claims and Noticing Agent*” means Kurtzman Carson Consultants LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

31. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Post-Effective Date Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

32. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

33. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

35. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code as set forth in the *Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 133] and as may be reconstituted from time to time.

36. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

37. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

38. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

39. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, the form and substance of which shall be subject to the consent rights set forth in the RSA, and, in the event of a Sale Transaction, approving the Asset Sale and otherwise subject to the consent rights in the Purchase Agreement.

40. “*Consenting Lenders*” means, collectively, the Holders of First Lien Claims that are signatories to the RSA or any subsequent Holder of First Lien Claims that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

41. “*Consenting Sponsors*” means, collectively, the Holders of Existing Equity Interests that are signatories to the RSA or any subsequent Holder of Existing Equity Interests that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

42. “*Consenting Stakeholders*” means, collectively, the Consenting Lenders and the Consenting Sponsors.

43. “*Consummation*” means the occurrence of the Effective Date.

44. “*Cure*” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code. The amount of a Cure payment, if any, is \$0.00 unless otherwise indicated in the Schedule of Assumed Executory Contracts and Unexpired Leases. The proposed Cure payment for any Executory Contract or Unexpired Lease for which no amount is set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases shall be deemed to equal \$0.00.

45. “*Cyxtera*” means Cyxtera Technologies, Inc.

46. “*D&O Liability Insurance Policies*” means all insurance policies (including any “tail policy”) covering any of the Debtors’ current or former directors’, managers’, officers’ and/or employees’ liability and all agreements, documents, or instruments relating thereto.

47. “*Debtor Release*” means the release set forth in Article VIII.C hereof.

48. “*Debtors*” means, collectively, each of the following: Cyxtera Technologies, Inc., Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Communications, LLC, Cyxtera Data Centers, Inc., Cyxtera DC Holdings, Inc., Cyxtera DC Parent Holdings, Inc., Cyxtera Digital Services, LLC, Cyxtera Employer Services, LLC, Cyxtera Federal Group, Inc., Cyxtera Holdings, LLC, Cyxtera Management, Inc., Cyxtera Netherlands B.V., Cyxtera Technologies Maryland, Inc., and Cyxtera Technologies, LLC.

49. “*Definitive Documents*” means, collectively and as applicable, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the New Organizational Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Documents; (f) the New Takeback Facility Documents, (g) the Plan (and all exhibits thereto); (h) the Confirmation Order; (i) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (and motion(s) seeking approval thereof); (j) all material pleadings Filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) the MIP Documents; (m) any and all filings with or requests for regulatory or other approvals from any governmental entity or unit, other than ordinary course filings and requests, necessary or desirable to implement the Restructuring Transactions; (n) the Bridge Facility Documents; (o) the Bidding Procedures Documents; (p) the Purchase Agreement; and (q) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the Plan. For the avoidance of doubt, the form and substance of each Definitive Document shall be subject to the consent rights set forth in the RSA and, with respect to any Definitive Document that relates to the Purchaser, the Purchase Agreement, or the Asset Sale, such Definitive Document shall be in form and substance reasonably acceptable to the Purchaser unless otherwise provided for in the Purchase Agreement or the Plan.

50. “*DIP Agent*” means the administrative agent and collateral agent under the DIP Facility.

51. “*DIP Agent Advisors*” means ArentFox Schiff LLP, in its capacity as counsel to the DIP Agent and the Prepetition Priority Administrative Agent (as defined in the DIP Orders).

52. “*DIP Claims*” means any Claim against any Debtor derived from, based upon, or arising under the DIP Facility, the DIP Credit Agreement, or the other DIP Documents.

53. “*DIP Credit Agreement*” means that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 7, 2023, by and among Initial Holdings, Prepetition Borrower, the lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent.

54. “*DIP Documents*” means, collectively, the DIP Credit Agreement and any other documents governing the DIP Facility, including the DIP Orders, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

55. “*DIP Facility*” means the superpriority senior secured debtor-in-possession credit facility provided for under the DIP Documents.

56. “*DIP Lenders*” means, collectively, each lender under the DIP Facility.

57. “*DIP Loans*” means the loans issued pursuant to the DIP Credit Agreement.

58. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order.

59. “*Disbursing Agent*” means, with respect to all distributions to be made under the Plan other than distributions on account of General Unsecured Claims, the Debtors, the Post-Effective Date Debtors, or the Plan

Administrator, or any Entity the Debtors, the Post-Effective Date Debtors, or the Plan Administrator selects to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and, with the respective Agent's prior written consent, the Agents, as applicable.

60. *"Disclosure Statement"* means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

61. *"Disclosure Statement Order"* means the Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation Procedures, (III) the Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto [Docket No. 563].

62. ~~61.~~ *"Disinterested Director Fee Claims"* means all unpaid fees and expenses as of the Effective Date due to the disinterested directors of Cyxtera pursuant to their respective director agreements with Cyxtera. On the Effective Date, the Disinterested Director Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

63. ~~62.~~ *"Disputed"* means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or Proof of Interest or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

64. ~~63.~~ *"Disputed Claims Reserve Amount"* means Cash in an amount to be determined by the Debtors in consultation with the Required Consenting Term Lenders, which amount shall be used to fund the Disputed Claims Reserve.

65. ~~64.~~ *"Disputed Claims Reserve"* means the account to be established on the Effective Date and funded with the Disputed Claims Reserve Amount for distribution as set forth in Article VII.G, if any.

66. ~~65.~~ *"Distributable Consideration"* means, in the event of a Sale Transaction, all Cash of the Debtors or the Post-Effective Date Debtors, as applicable, on or after the Effective Date, including any Cash comprising the Purchase Price and the Residual Cash, after payment of the Administrative Claims, DIP Claims, Professional Fee Claims, Disinterested Director Fee Claims, Canadian Fee Claims, Restructuring Expenses, Priority Tax Claims, Receivables Program Claims, Other Secured Claims, and Other Priority Claims, each as set forth in the Plan, and funding the Professional Fee Escrow Account, the GUC Trust, the Disputed Claims Reserve, the Wind-Down Reserve, and the Priority Claims Reserve, as applicable, *plus* any non-Cash consideration comprising the Purchase Price *plus* any proceeds generated by any Cause of Action retained by the Post-Effective Date Debtors.

67. ~~66.~~ *"Distribution Record Date"* means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date agreed to by the Debtors and the Required Consenting Term Lenders.

68. ~~67.~~ *"Distribution Reserve Accounts"* means, in the event of an Asset Sale, the Priority Claims Reserve and the Wind-Down Reserve established pursuant to the Plan.

69. ~~68.~~ *"Effective Date"* means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect, and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

70. ~~69.~~ *"Entity"* means any entity, as defined in section 101(15) of the Bankruptcy Code.

71. ~~70.~~ *"Equity Investment Transaction"* means a restructuring under the Plan pursuant to which, among other things, the Purchaser purchases all or substantially all of the New Common Stock in exchange for the Purchase Price.

72. ~~71.~~ “Equity Security” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

73. ~~72.~~ “Estate” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

74. ~~73.~~ “Exchange Act” means the Securities Exchange Act of 1934, as amended, 15 U.S.C. §§ 78a et seq, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

75. ~~74.~~ “Excluded Assets” has the meaning set forth in the Purchase Agreement.

76. ~~75.~~ “Excluded Liabilities” has the meaning set forth in the Purchase Agreement.

77. ~~76.~~ “Exculpated Parties” means, collectively: (a) the Debtors; (b) the Post-Effective Date Debtors, (c) the Committee and the members of the Committee; and (d) the Plan Administrator (as applicable); and (e) with respect to each of the foregoing Entities in clauses (a) through (d), each of the Related Parties of such Entity, such Entity’s current and former control persons, directors, members of any committees of any Entity’s board of directors or managers, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, advisory board members, financial advisors, attorneys (including any attorneys or other professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

78. ~~77.~~ “Executory Contract” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

79. ~~78.~~ “Existing Equity Interests” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of Cyxtera (in each case whether or not arising under or in connection with any employment agreement) immediately prior to the consummation of the transactions contemplated in the Plan.

80. ~~79.~~ “Federal Judgment Rate” means the federal judgment rate in effect as of the Petition Date.

81. ~~80.~~ “File” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “Filed” and “Filing” shall have correlative meanings.

82. ~~81.~~ “Final DIP Order” means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297].

83. ~~82.~~ “Final Order” means, as applicable, an order or judgment in any U.S. or non-U.S. forum of the Bankruptcy Court or any other court of competent jurisdiction (including any Canadian or other non-U.S. court) with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a “Final Order” solely

because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

84. ~~83.~~ “*Final Receivables Program Order*” means the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295].

85. ~~84.~~ “*First Lien Claims*” means, collectively, the RCF Claims and the Term Loan Claims.

86. ~~85.~~ “*First Lien Credit Agreement*” means that certain First Lien Credit Agreement, dated as of May 17, 2017, by and among the Prepetition Borrower, Initial Holdings, the lenders from time to time party thereto, the issuers of letters of credit thereunder, and the Prepetition Agent, as the same may be amended, supplemented, or otherwise modified from time to time.

87. ~~86.~~ “*First Lien Credit Documents*” means the First Lien Credit Agreement and any other documentation necessary to effectuate the incurrence of the Revolving Credit Facility or the Term Loan Facilities.

88. ~~87.~~ “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim, (b) a Professional Fee Claim, (c) a Priority Tax Claim, (d) a Secured Tax Claim, (e) a DIP Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) a First Lien Claim, (i) a Receivables Program Claim, (j) an Intercompany Claim, (k) a Section 510 Claim, (l) a Disinterested Director Fee Claim, (m) a Canadian Fee Claim, or (n) a Restructuring Expense.

89. ~~88.~~ “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Post-Effective Date Debtors, as applicable.

90. ~~89.~~ “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

91. ~~90.~~ “*GUC Trust*” means the trust established on the Effective Date in accordance with the Plan to hold the GUC Trust Assets and administer Allowed General Unsecured Claims pursuant to the GUC Trust Agreement.

92. ~~91.~~ “*GUC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust to be entered into on or before the Effective Date between the Debtors and the GUC Trustee, which agreement shall be in form and substance acceptable to the Debtors, the Committee, and the Required Consenting Term Lenders.

93. ~~92.~~ “*GUC Trust Assets*” means \$8.65 million in Cash to be transferred by the Debtors to the GUC Trust on the Effective Date.

94. ~~93.~~ “*GUC Trustee*” means, in its capacity as such, the Person selected by the Committee in consultation with the Debtors and the Required Consenting Term Lenders, and any successor thereto, in accordance with the GUC Trust Agreement.

95. ~~94.~~ “*GUC Trust Fees and Expenses*” means all reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets) incurred by the GUC Trust, any professionals retained by the GUC Trust, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust.

96. ~~95.~~ “*GUC Trust Net Assets*” means the GUC Trust Assets less the GUC Trust Fees and Expenses.

97. ~~96.~~ “Holder” means an Entity that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

98. ~~97.~~ “Impaired” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

99. ~~98.~~ “Initial Holdings” means Cyxtera DC Parent Holdings, Inc.

100. ~~99.~~ “Intercompany Claim” means any Claim against a Debtor held by another Debtor.

101. ~~100.~~ “Intercompany Interest” means an Interest in a Debtor held by another Debtor.

102. ~~101.~~ “Interest” means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, or repurchase rights; convertible, exercisable, or exchangeable securities; or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

103. ~~102.~~ “Interim DIP Order” means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70].

104. ~~103.~~ “Judicial Code” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

105. ~~104.~~ “Lien” means a lien as defined in section 101(37) of the Bankruptcy Code.

106. ~~105.~~ “Management Incentive Plan” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the management incentive plan reserving up to 10 percent of the New Common Stock on a fully diluted basis, with structure, awards, and terms of the management incentive plan to be determined by the New Board, which management incentive plan shall be acceptable to the Required Consenting Term Lenders and the Debtors.

107. ~~106.~~ “MIP Documents” means, collectively, the documents governing the Management Incentive Plan, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

108. ~~107.~~ “New Board” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the board of directors or similar Governing Body of Reorganized Cyxtera, which shall be acceptable to the Required Consenting Term Lenders, including, without limitation, with respect to the number and identity of the directors.

109. ~~108.~~ “New Common Stock” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, a single class of common equity interests issued by Reorganized Cyxtera on the Effective Date.

110. ~~109.~~ “New Organizational Documents” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the documents providing for corporate governance of Reorganized Cyxtera and the other Post-Effective Date Debtors, as applicable, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable) and in form and substance subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, in form and substance reasonably acceptable to the Purchaser.

111. ~~110.~~ “*New Takeback Facility*” means, in the event of a Recapitalization Transaction, a new senior secured, first lien, “first out” term loan facility, in an initial aggregate principal amount of \$200,468,511.87 *plus* any accrued and unpaid interest, fees, costs, charges, expenses, and any other accrued and unpaid amounts under the DIP Documents as of the Effective Date, to be incurred by the Debtors on the Effective Date in connection with effectuating the Recapitalization Transaction in accordance with the Plan and the Restructuring Transactions Memorandum, in each case as determined by the Debtors and in form and substance subject to the consent rights set forth in the RSA.

112. ~~111.~~ “*New Takeback Facility Agent*” means the agent under the New Takeback Facility Credit Agreement.

113. ~~112.~~ “*New Takeback Facility Credit Agreement*” means the credit agreement with respect to the New Takeback Facility, as may be amended, supplemented, or otherwise modified from time to time and which shall be in form and substance subject to the consent rights set forth in the RSA.

114. ~~113.~~ “*New Takeback Facility Documents*” means the New Takeback Facility Credit Agreement and any other documentation necessary or appropriate to effectuate the incurrence of the New Takeback Facility, each of which shall be in form and substance subject to the consent rights set forth in the RSA.

115. ~~114.~~ “*New Takeback Facility Loans*” means loans issued under the New Takeback Facility.

116. ~~115.~~ “*Other Priority Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

117. ~~116.~~ “*Other Secured Claim*” means any Secured Claim against the Debtors other than the DIP Claims, the Priority Tax Claims, the Receivables Program Claims, or the First Lien Claims.

118. ~~117.~~ “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

119. ~~118.~~ “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

120. ~~119.~~ “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, the Purchase Agreement, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

121. ~~120.~~ “*Plan Administrator*” means, in the event of an Asset Sale, the Person selected by the Debtors and the Required Consenting Term Lenders and, in the event of an Asset Sale, after consultation with the Purchaser, to administer all assets of the Estates vested in the Post-Effective Date Debtors, and thereafter, all assets held from time to time by the Post-Effective Date Debtors.

122. ~~121.~~ “*Plan Administrator Agreement*” means that certain agreement entered into no later than the Effective Date setting forth, among other things, the Plan Administrator’s rights, powers, obligations, and compensation, which shall be in form and substance subject to the consent rights set forth in the RSA.

123. ~~122.~~ “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

124. ~~123.~~ “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, subject to the consent rights set forth in the Purchase Agreement (in the event of an Asset Sale), and as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors, to the extent reasonably practicable, no later than three (3) days before the deadline to vote to accept or reject the Plan or such later date as may be approved by the Bankruptcy Court on notice to parties in interest,

including the following, as applicable: (a) the New Organizational Documents; (b) the identity and members of the New Board; (c) the Schedule of Retained Causes of Action; (d) the New Takeback Facility Documents; (e) the Restructuring Transactions Memorandum; (f) the Schedule of Assumed Executory Contracts and Unexpired Leases; (g) the Schedule of Rejected Executory Contracts and Unexpired Leases; (h) the GUC Trust Agreement; (i) in the event of an Asset Sale, the Plan Administrator Agreement and the identity of the Plan Administrator; (j) in the event of a Sale Transaction, the Purchase Agreement; and (k) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

125. ~~124.~~ “*Post-Effective Date Debtors*” means the Debtors after the Effective Date or the Plan Administrator, as applicable.

126. ~~125.~~ “*Prepetition Agent*” means Citibank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

127. ~~126.~~ “*Prepetition Borrower*” means Cyxtera DC Holdings, Inc. (f/k/a Colorado Buyer Inc.).

128. ~~127.~~ “*Prepetition First Lien Administrative Agent Advisors*” means (i) Davis Polk & Wardwell LLP, (ii) Greenberg Traurig, LLP, and (iii) FTI Consulting, Inc.

129. ~~128.~~ “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

130. ~~129.~~ “*Priority Claims Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator on the Effective Date and funded with the Priority Claims Reserve Amount for distribution to Holders of Priority Claims (except for Professional Fee Claims) as set forth in Article II.

131. ~~130.~~ “*Priority Claims Reserve Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined in the Debtors’ reasonable business judgment and in consultation with the Required Consenting Term Lenders, which amount shall be used by the Plan Administrator to fund the Priority Claims Reserve.

132. ~~131.~~ “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

133. ~~132.~~ “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

134. ~~133.~~ “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals reasonably estimate in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

135. ~~134.~~ “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

136. ~~135.~~ “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

137. ~~136.~~ “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases by the applicable bar date.

138. ~~137.~~ “*Proof of Interest*” means a proof of Interest filed in any of the Debtors in the Chapter 11 Cases.

139. ~~138.~~ “*Purchase Agreement*” means the purchase agreement entered into by the Debtors and the Purchaser in accordance with the Bidding Procedures, which shall be in form and substance subject to the consent rights set forth in the RSA and acceptable to the Purchaser and the Required Consenting Term Lenders.

140. ~~139.~~ “*Purchase Price*” has the meaning set forth in the Bidding Procedures.

141. ~~140.~~ “*Purchaser*” means, (a) in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue the Asset Sale, Phoenix Data Center Holdings LLC and its affiliates that are Designees under and as defined in the Purchase Agreement, or (b) in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue the Equity Investment Transaction, the “Purchaser” under and as defined in the Purchase Agreement.

142. ~~141.~~ “*RCF Claims*” means any Claim on account of the Revolving Credit Facility and any claim against any non-Debtor Affiliate of a Debtor under such Revolving Credit Facility.

143. ~~142.~~ “*Recapitalization Transaction*” means, in the event that the Debtors, with the consent of the Required Consenting Term Lenders, do not determine to pursue a Sale Transaction, the restructuring transaction pursuant to the Plan, pursuant to which, among other things, Holders of First Lien Claims receive 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan.

144. ~~143.~~ “*Receivables Program*” means that certain trade receivables securitization facility pursuant to the Receivables Program Documents and approved by the Final Receivables Program Order.

145. ~~144.~~ “*Receivables Program Agent*” means, collectively, PNC Bank, National Association, in its capacity as Administrative Agent under the Receivables Program Documents, and PNC Capital Markets LLC, in its capacity as Structuring Agent under the Receivables Program Documents, including, in each case, any successors thereto.

146. ~~145.~~ “*Receivables Program Claims*” means any Claims constituting Receivables Program Obligations (as defined in the Final Receivables Program Order).

147. ~~146.~~ “*Receivables Program Documents*” means, collectively, the “Transaction Documents” as defined in the Final Receivables Program Order, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

148. ~~147.~~ “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” and “Reinstatement” shall have correlative meanings.

149. ~~148.~~ “*Related Party*” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

150. ~~149.~~ “*Released Party*” means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Releasing Party; (e) each Agent; (f) each DIP Lender; (g) in the event of a Sale Transaction, the Purchaser; (h) the Committee and each member of the Committee; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); (j) each Related Party of each Entity in clause (a) through this clause (j); *provided* that in each case, an Entity shall not be a

Released Party if it: (x) elects to opt out of the releases described in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.²

151. ~~150.~~ “*Releasing Party*” means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Post-Effective Date Debtors; (c) each DIP Lender; (d) each Agent; (e) each Consenting Stakeholder; (f) in the event of a Sale Transaction, the Purchaser; (g) the Committee and each member of the Committee; (h) all Holders of Claims that vote to accept the Plan; (i) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (j) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a Ballot or an Opt Out Form (each as defined in the Disclosure Statement Order), and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through (k); and (m) each Related Party of each Entity in clause (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided that*, for the avoidance of doubt, an Entity in clause (i) through clause (k) shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

152. ~~151.~~ “*Reorganized Cyxtera*” means Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

153. ~~152.~~ “*Required Consenting Term Lenders*” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Lenders.

154. ~~153.~~ “*Residual Cash*” means, in the event of a Sale Transaction, the sum of (a) any amounts remaining in the Professional Fee Escrow Account after payment in full of all Allowed Professional Fee Claims, (b) any amounts remaining in the Priority Claims Reserve after payment in full of all Allowed Priority Claims and Allowed Administrative Claims (other than Professional Fee Claims), (c) any amounts remaining in the Disputed Claim Reserve after the final resolution of Disputed Claims, and (d) any amounts remaining in the Wind-Down Reserve after entry of a final decree closing the last of the Chapter 11 Cases.

155. ~~154.~~ “*Restructuring Expenses*” means the reasonable and documented fees and expenses accrued from the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors of: (i) the AHG Advisors; (ii) the DIP Agent Advisors; and (iii) the Prepetition First Lien Administrative Agent Advisors.

156. ~~155.~~ “*Restructuring Term Sheet*” means the term sheet attached to the RSA as Exhibit B.

157. ~~156.~~ “*Restructuring Transactions*” means the transactions described in Article IV.B of the Plan.

158. ~~157.~~ “*Restructuring Transactions Memorandum*” means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement, which shall be in form and substance acceptable to the Required Consenting Term Lenders, and, in the event of a Sale Transaction, the Purchaser.

². ~~[NTD: Release provisions subject to ongoing review, including as part of the Special Committee investigation.]~~

159. ~~158.~~ “*Revolving Credit Facility*” means that certain first lien, multi-currency revolving credit facility (including the letters of credit issued thereunder) issued pursuant to the First Lien Credit Agreement.

160. ~~159.~~ “*RSA*” means that certain restructuring support agreement, dated as of May 4, 2023, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto (including the Restructuring Term Sheet), as may be amended, modified, or supplemented from time to time, in accordance with its terms.

161. ~~160.~~ “*Sale Transaction*” means, as applicable, either an Equity Investment Transaction or an Asset Sale.

162. ~~161.~~ “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors, which shall be subject to the consent rights set forth in the RSA and, in the event of an Asset Sale, acceptable to the Purchaser and the Required Consenting Term Lenders and in all respects consistent with the terms of the Purchase Agreement, of certain Executory Contracts and Unexpired Leases (and their Cure amounts) to be assumed by the Debtors or assumed by the Debtors and assigned to the Purchaser, as applicable, pursuant to the Plan and the Purchase Agreement, as the same may be amended, modified, or supplemented from time to time by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, in accordance with the Plan and, in the event of an Asset Sale, the Purchase Agreement, and with the consent of the Purchaser and the Required Consenting Term Lenders.

163. ~~162.~~ “*Schedule of Rejected Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors, which shall be subject to the consent rights set forth in the RSA and, in the event of an Asset Sale, acceptable to the Purchaser and the Required Consenting Term Lenders and in all respects consistent with the terms of the Purchase Agreement, of certain Executory Contracts and Unexpired Leases that will be rejected by the Debtors pursuant to the Plan and the Purchase Agreement (if applicable), as the same may be amended, modified, or supplemented from time to time by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, in accordance with the Plan and with the consent of the Purchaser and the Required Consenting Term Lenders.

164. ~~163.~~ “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, which shall be subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, subject to the consent of the Purchaser.

165. ~~164.~~ “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto.

166. ~~165.~~ “*Section 510 Claim*” means any Claim or Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

167. ~~166.~~ “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

168. ~~167.~~ “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

169. ~~168.~~ “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

170. ~~169.~~ “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

171. ~~170.~~ “*Solicitation Materials*” means, collectively, the solicitation materials with respect to the Plan.
172. ~~171.~~ “*Term Loan Claims*” means any claim on account of the Term Loan Facilities, including any claim against any non-Debtor Affiliate of a Debtor under such Term Loan Facilities.
173. ~~172.~~ “*Term Loan Facilities*” means those certain first lien term loan facilities issued pursuant to the First Lien Credit Agreement.
174. ~~173.~~ “*Third-Party Release*” means the release set forth in Article VIII.D of the Plan.
175. ~~174.~~ “*U.S. Trustee*” means the Office of the United States Trustee for the District of New Jersey.
176. ~~175.~~ “*Undrawn LC Facility Claims*” means any RCF Claims on account of the letters of credit provided under the First Lien Credit Agreement that are outstanding and undrawn as of the Distribution Record Date.
177. ~~176.~~ “*Undrawn LC Facility Claims Reserve*” has the meaning set forth in Article IV.D.4 of the Plan.
178. ~~177.~~ “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.
179. ~~178.~~ “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.
180. ~~179.~~ “*Wind Down*” means, in the event of an Asset Sale, the wind down and dissolution of the Debtors’ Estates as set forth in Article IV.D.5.
181. ~~180.~~ “*Wind-Down Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined by the Debtors with the consent of the Required Consenting Term Lenders, not to be unreasonably withheld, to fund the Wind Down, including any statutory fees payable pursuant to the Bankruptcy Code, in accordance with ~~Article IV.D.5~~ Article IV.D.5 of the Plan.
182. ~~181.~~ “*Wind-Down Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator and funded with the Wind-Down Amount to fund the Wind Down in accordance with Article IV.D.5 of the Plan and for Plan Administrator purposes in accordance with Article IV.D.4.

B. Rules of Interpretation.

For purposes of the Plan: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (ii) shall affect any party’s consent rights (including those of the Purchaser in the event of a Sale Transaction) over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (iii) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan or Confirmation Order, as applicable; (iv) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (v) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (viii) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal law,

including the Bankruptcy Code and Bankruptcy Rules; (ix) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (x) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (xi) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xii) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (xiii) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (xiv) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xv) any immaterial effectuating provisions herein may be interpreted by the Post-Effective Date Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (xvi) unless otherwise specified and subject to the reasonable consent of the Required Consenting Term Lenders, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan; any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Post-Effective Date Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors and the Post-Effective Date Debtors.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors and the Post-Effective Date Debtors shall mean the Debtors and the Post-Effective Date Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

H. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against, and Interests in, the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

I. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all consultation, information, notice, and consent rights of the parties to the RSA, as applicable, and as respectively set forth therein, with respect to the form and substance of the Plan, all exhibits to the Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the RSA, as applicable, shall not impair such rights and obligations.

In the event of an Asset Sale, notwithstanding anything to the contrary herein, all consultation, information, notice, and consent rights of the parties to the Purchase Agreement, as applicable, and as respectively set forth therein, shall be fully enforceable in accordance with the terms of the Purchase Agreement.

**ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Receivables Program Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Claims, Professional Fee Claims, Receivables Program Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of the Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the**

Bankruptcy Court or any other Entity. Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party by the Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

B. DIP Claims.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim: (i) in the event of a Recapitalization Transaction, either (a) the DIP Loan giving rise to such Allowed DIP Claim shall be refinanced by means of a cashless settlement whereby such DIP Loan shall be converted on a dollar-for-dollar basis into New Takeback Facility Loans in accordance with the DIP Documents and the New Takeback Facility Documents, and all collateral that secures the Obligations (as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall be reaffirmed, ratified, and shall automatically secure all obligations under the New Takeback Facility Documents, subject to the priorities of liens and payment set forth in the New Takeback Facility Documents, or (b) such DIP Claim shall be paid in full in Cash; or (ii) in the event of a Sale Transaction, Holders of the DIP Claims shall receive payment in full in Cash or, with the consent of Required Consenting Term Lenders and the Purchaser, such other treatment rendering Allowed DIP Claims Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from funds held in the Professional Fee Escrow Account. The Post-Effective Date Debtors shall establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date.

2. Professional Fee Escrow Account.

On the Effective Date, the Post-Effective Date Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors, without any further action or order of the Bankruptcy Court; *provided, however*, in the event of a Sale Transaction, any remaining amount in the professional Fee Escrow Account shall constitute Residual Cash and be distributable to Holders of Allowed First Lien Claims.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an

estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. *Priority Tax Claims.*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

E. *Payment of Restructuring Expenses.*

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date, and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses arising directly out of the implementation of the Plan and Consummation thereof without any requirement for review or approval by the Bankruptcy Court or for any party to File a fee application with the Bankruptcy Court.

F. *Receivables Program Claims.*

All Receivables Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Receivables Program Claim ~~and, the applicable Debtor or Post Effective Date Debtor, and consistent with the Purchase Agreement (if applicable),~~ Allowed Receivables Program Claims will be satisfied in full in Cash by the applicable Debtor or Post-Effective Date Debtor in accordance with the terms of the Receivables Program Documents. On the Effective Date, or as soon as reasonably practicable thereafter, all fees and expenses incurred by the advisors to the parties to the Receivables Program shall be paid in full in Cash to the extent required under the Final Receivables Program Order.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. *Classification of Claims and Interests.*

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in

a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Section 510 Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Post-Effective Date Debtors, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and, at the option of the Debtors and the Required Consenting Term Lenders and, in the event of an Asset Sale, consistent with the Purchase Agreement, either:
 - (i) payment in full in Cash of its Allowed Other Secured Claim;
 - (ii) Reinstatement of its Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; or
 - (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

- (a) *Classification:* Class 2 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, which, in the event of an Asset Sale, shall be consistent with the Purchase Agreement.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Claims

- (a) *Classification:* Class 3 consists of any First Lien Claims against any Debtor.
- (b) *Allowance:* The First Lien Claims shall be Allowed in the aggregate principal amount of approximately \$[961,496,926], plus (i) any and all unpaid interest, fees, premiums, drawn amounts under letters of credit, and all other obligations, amounts, and expenses due and owing under the First Lien Credit Agreement or related documents (including post-petition interest at the default contract rate) as of the Effective Date and (ii) amounts on account of letters of credit issued under the First Lien Credit Agreement that are drawn after the Distribution Record Date.
- (c) *Treatment:* On the Effective Date, each Holder of a First Lien Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction of such Claim:

- (i) in the event of a Recapitalization Transaction, its *pro rata* share of 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan; or
- (ii) in the event of a Sale Transaction, its *pro rata* share of the Distributable Consideration (including, for the avoidance of doubt, the Residual Cash).
- (d) *Voting*: Class 3 is Impaired under the Plan, and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 - General Unsecured Claims

- (a) *Classification*: Class 4 consists of General Unsecured Claims.
- (b) *Treatment*: Except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each Holder of a General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the GUC Trust Net Assets.
- (c) *Voting*: Class 4 is Impaired under the Plan, and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 - Section 510(b) Claims

- (a) *Classification*: Class 5 consists of all Section 510(b) Claims.
- (b) *Treatment*: On the Effective Date, all Section 510 Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510 Claims will not receive any distribution on account of such Section 510 Claims.
- (c) *Voting*: Class 5 is Impaired under the Plan. Holders of Allowed Claims in Class 5 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6 - Intercompany Claims

- (a) *Classification*: Class 6 consists of all Intercompany Claims.
- (b) *Treatment*: Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser and consistent with the Purchase Agreement, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Claim.
- (c) *Voting*: Class 6 is Unimpaired if the Class 6 Claims are Reinstated or Impaired if the Class 6 Claims are cancelled. Holders of Class 6 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 - Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, Intercompany Interests shall be, at the election of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser and consistent with the Purchase Agreement, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Interests.
- (c) *Voting:* Class 7 is Unimpaired if the Class 7 Interests are Reinstated or Impaired if the Class 8 Interests are cancelled. Holders of Class 7 Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 - Existing Equity Interests

- (a) *Classification:* Class 8 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, all Existing Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of Interests shall receive no recovery or distribution on account of their Existing Equity Interests.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed Interests in Class 8 are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. *Voting Classes, Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Intercompany Interests.

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of New Common Stock, and in exchange for the agreement of the Debtors and/or the Post-Effective Date Debtors, as applicable, under the Plan to make certain distributions to the Holders of Allowed Claims.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. Subject to the consent rights set forth in the RSA and the Purchase Agreement, the Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and their respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, and subject to the RSA, the Post-Effective Date Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims and Interests.

~~As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of~~ To the greatest extent permissible under the Bankruptcy Code ~~and Bankruptcy Rule 9019~~, and in consideration ~~for~~ of the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. ~~The~~ To the greatest extent permissible under the Bankruptcy Code, the Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies ~~pursuant to Bankruptcy Rule 9019~~, and ~~the~~ entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement ~~under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019~~, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors ~~and~~ their Estates, and Holders of Claims and Interests. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions (which, for the avoidance of doubt, shall in each case be in form, substance, and structure reasonably acceptable to the Required Consenting Term Lenders and, solely with respect to items (i), (ii), (viii), and (ix), subject to the consent rights set forth in the Purchase Agreement in the event of a Sale Transaction) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the execution and delivery of the New Takeback Facility Documents and entry into the New Takeback Facility; (v) the issuance and distribution of the New Common Stock as set forth in the Plan; (vi) the implementation of the Management Incentive Plan; (vii) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); (viii) the execution of a Purchase Agreement and consummation of a Sale Transaction in accordance therewith; (ix) such other transactions that, in the reasonable business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, the Required Consenting Term Lenders (in the event of a Recapitalization Transaction), and the Purchaser (in the event of a Sale Transaction), are required to effectuate the Restructuring Transactions; and (x) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 105, 363, 1123, and 1141 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Asset Sale in the event of an Asset Sale.

The Debtors shall pursue the Recapitalization Transaction unless the Debtors determine, with the consent of the Required Consenting Term Lenders, to pursue an Equity Investment Transaction or an Asset Sale.

C. The Equity Investment Transaction or Recapitalization Transaction.

If the Equity Investment Transaction or Recapitalization Transaction occurs, the following provisions shall govern.

1. The Post-Effective Date Debtors.

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Organizational Documents. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund or make distributions under the Plan, as applicable, with: (i) the issuance of New Takeback Facility Loans under the New Takeback Facility, (ii) the proceeds from the Equity Investment Transaction; (iii) the New Common Stock, (iv) the GUC Trust Net Assets, and (v) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other

documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Common Stock, will be exempt from Securities Act registration, as described more fully in Article IV.C.5 below.

(a) The New Takeback Facility.

In the event of a Recapitalization Transaction, on the Effective Date, the Post-Effective Date Debtors shall enter into the New Takeback Facility Credit Agreement. Confirmation of the Plan shall be deemed approval of the New Takeback Facility and the New Takeback Facility Documents, as applicable, and all transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Post-Effective Date Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Post-Effective Date Debtors to enter into and execute the New Takeback Facility Documents and such other documents as may be required to effectuate the treatment afforded by the New Takeback Facility. Execution of the New Takeback Facility Credit Agreement by the New Takeback Facility Agent shall be deemed to bind all Holders of DIP Claims as if each such Holder had executed the New Takeback Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Takeback Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Takeback Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Takeback Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

(b) New Common Stock.

Reorganized Cyxtera shall be authorized to issue a certain number of shares of New Common Stock pursuant to its New Organizational Documents and any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the New Common Stock shall be authorized without the need for any further corporate action. On the Effective Date, the New Common Stock shall be issued and distributed pursuant to, and in accordance with, the Plan, and, in the event of an Equity Investment Transaction, the Purchase Agreement.

All of the shares of New Common Stock issued pursuant to the Plan and, if applicable, the Purchase Agreement shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Common Stock shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The New Common Stock will not be registered under the Securities Act or on any national securities exchange as of the Effective Date.

3. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4. Plan Implementation.

In the event of an Equity Investment Transaction, on the Effective Date, the Purchaser shall purchase substantially all of the New Common Stock free and clear of all Liens, Claims, Interests, charges, or other encumbrances in exchange for the Purchase Price set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Purchaser, and the Post-Effective Date Debtors, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

The Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Equity Investment Transaction pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

5. New Organizational Documents.

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended as may be necessary to effectuate the transactions contemplated by the Plan. To the extent required under the Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation and the New Organizational Documents. For the avoidance of doubt, any claimant's acceptance of the New Common Stock shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Post-Effective Date Debtors.

6. Certain Securities Law Matters.

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Common Stock as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The shares of New Common Stock to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

7. Management Incentive Plan.

On or as soon as reasonably practicable following the Effective Date, the Post-Effective Date Debtors shall adopt and implement the Management Incentive Plan, which will provide that up to 10% of the value of the New Common Stock as of the Effective Date, on a fully diluted basis, shall be issued in connection with the Management Incentive Plan on terms acceptable to the Required Consenting Term Lenders and the Debtors and, in the event of an Equity Investment Transaction, the Purchaser. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

8. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, if applicable, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Post-Effective Date Debtors and shall remain in place as of the Effective Date, and the Post-Effective Date Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Post-Effective Date Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Post-Effective Date Debtors, such employee, and the Required Consenting Term Lenders and, in the event of an Equity Investment Transaction, the Purchaser.

D. *The Asset Sale.*

If the Asset Sale occurs, the following provisions shall govern.

1. The Asset Sale.

On the Effective Date, the Debtors shall consummate the Sale Transaction contemplated by the Purchase Agreement. Following the discharge of the Debtors pursuant to Section 1141 of the Bankruptcy Code and as set forth in this Plan and the Confirmation Order, the Acquired Assets shall, to the extent set forth in the Purchase

Agreement, be transferred to and vest in the Purchaser free and clear of all Liens, Claims, Interests, charges, or other encumbrances (except for those Liens, Claims, Interests, charges, or other encumbrances expressly assumed by the Purchaser pursuant to the terms of the Purchase Agreement) in exchange for the Purchase Price as set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Post-Effective Date Debtors, and the Purchaser, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 105, 363, 365, 1123(a)(5)(B), 1123(a)(5)(D), 1123(b)(4), 1141(b), and 1141(c) of the Bankruptcy Code. From and after the Effective Date, except as expressly set forth in the Purchase Agreement, neither the Purchaser nor any of its affiliates shall be liable for any Claims, Administrative Claims, or other liabilities of the Debtors or the Post-Effective Date Debtors, which shall be payable solely in accordance with this Plan and from the proceeds of the Asset Sale and the other assets of the Debtors or Post-Effective Date Debtors, as applicable, that do not constitute Assumed Liabilities (as defined in the Purchase Agreement) or that were not otherwise transferred or assigned to the Purchaser or any of its affiliates pursuant to the Purchase Agreement.

Subject to the consent rights set forth in the RSA, the Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan, as well as to execute, deliver, file, record, and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court; act or action under applicable law, regulation, order, rule; or the vote, consent, authorization, or approval of any Entity. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Sale Transaction and the Plan, and any documents in connection therewith, shall be deemed authorized and approved without any requirement of further act or action by the Debtors. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan with: (i) the proceeds from the Asset Sale, (ii) the GUC Trust Net Assets, (iii) the Debtors' Cash on hand, and (iv) the proceeds of any Causes of Action retained by the Post-Effective Date Debtors. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

3. Post-Effective Date Debtors.

On and after the Effective Date, the Post-Effective Date Debtors shall continue in existence for purposes of (i) winding down the Debtors' business and affairs as expeditiously as reasonably possible as authorized by the Bankruptcy Court; (ii) resolving Disputed Claims; (iii) making distributions on account of Allowed Claims as provided hereunder; (iv) establishing and funding the Distribution Reserve Accounts; (v) enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (vi) filing appropriate tax returns; (vii) complying with any continuing obligations under the Purchase Agreement; and (viii) administering the Plan in an efficacious manner. The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

Notwithstanding anything to the contrary in the Plan, on the Effective Date, any Cause of Action not settled, released, discharged, enjoined, or exculpated under the Plan or transferred pursuant to the Purchase Agreement on or

prior to the Effective Date shall vest in the Post-Effective Date Debtors and shall be subject to administration by the Plan Administrator, and the net proceeds thereof shall be Distributable Consideration.

4. Plan Administrator.

On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The Plan Administrator shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan in accordance with the Wind Down and as otherwise provided in the Confirmation Order.

From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. The foregoing shall not limit the authority of the Post-Effective Date Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer. The Debtors, after the Confirmation Date, and the Post-Effective Date Debtors or Plan Administrator, after the Effective Date, shall be permitted to make payments to employees pursuant to employment programs then in effect, and, in the reasonable business judgment of the Plan Administrator and upon three (3) Business Days' notice to counsel to the AHG, to implement additional employee programs and make payments thereunder solely as necessary to effectuate the Wind Down, without any further notice to or action, order, or approval of the Bankruptcy Court.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the business and affairs of the Debtors and Post-Effective Date Debtors, including: (i) making distributions under the Plan; *provided* that, prior to making final distributions as contemplated herein and until all letters of credit issued under the First Lien Credit Agreement are replaced and cancelled, are drawn, or expire pursuant to their terms, the Plan Administrator or the Disbursing Agent, at the election of the Debtors or the Post-Effective Date Debtors, as applicable, shall reserve an amount of Distributable Consideration or New Common Stock, as applicable, on account of the Undrawn LC Facility Claims equal to the incremental distributions to which such Holders of First Lien Claims would be entitled if all undrawn letters of credit issued under the First Lien Credit Agreement were drawn and funded as contemplated therein (the "Undrawn LC Facility Claims Reserve"); (ii) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post-Effective Date Debtors in accordance with the Wind-Down Reserve; (iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (iv) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (v) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtors; (vi) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (vii) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors; (viii) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in accordance with Article IV.E; (ix) administering and paying taxes of the Post-Effective Date Debtors, including filing tax returns; (x) representing the interests of the Post-Effective Date Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; (xi) in the event of a Sale Transaction, discharging the Sellers' and the Post-Effective Date Debtors' Post-Effective Date obligations under the Purchaser Agreement; and (xii) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Wind-Down Reserve.

To the extent that undrawn letters of credit issued under the First Lien Credit Agreement are drawn after the Distribution Record Date, such Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve. The Plan Administrator shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in

the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise. For the avoidance of doubt, the foregoing shall not affect distributions to holders of First Lien Claims on account of drawn letters of credit as of the Distribution Record Date.

(a) Retention of Professionals.

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, at the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties for the Post-Effective Date Debtors. The reasonable fees and expenses of such professionals, if applicable, shall be paid from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Post-Effective Date Debtors' retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

(b) Compensation of the Plan Administrator.

The Plan Administrator's compensation, on a post-Effective Date basis, shall be as described in the Plan Supplement, reasonably acceptable to the Required Consenting Term Lenders, and paid out of the Wind-Down Reserve. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

(c) Plan Administrator Expenses.

All costs, expenses, and obligations incurred by the Plan Administrator or the Post-Effective Date Debtors in administering the Plan or in effecting distributions thereunder (including the reimbursement of reasonable expenses), including any costs, expenses, or obligations in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Reserve.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

(d) Exculpation, Indemnification, Insurance, and Liability Limitation.

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtors. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtors and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtors. The Plan Administrator may rely upon written information previously generated by the Debtors.

(e) Tax Returns.

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors and, pursuant to section 505 of the Bankruptcy Code and subject to applicable law, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate.

(f) Dissolution of the Post-Effective Date Debtors.

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made, completion of all of its duties under the Plan and the Purchase Agreement, and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtors shall be deemed to be dissolved without any further action by the Post-Effective Date Debtors, including the filing of any documents with the secretary of state for the state in which each Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtors in and withdraw the Post-Effective Date Debtors from applicable state(s).

To the extent the Debtors have any Cash or other property remaining after the Chapter 11 Cases have been closed, such Cash or other property shall constitute Residual Cash and shall be immediately allocated and distributable to the Holders of Allowed First Lien Claims.

5. Wind Down.

As soon as practicable after the Effective Date, the Plan Administrator shall: (i) cause the Debtors and the Post-Effective Date Debtors, as applicable, to comply with and abide by the terms of the Purchase Agreement and any other documents contemplated thereby; (ii) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of one or more of the Debtors or the Post-Effective Date Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (iii) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the shareholders or board of directors or managers of any Debtor. From and after the Effective Date, except with respect to Post-Effective Date Debtors as set forth herein, the Debtors (x) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (y) shall be deemed to have canceled pursuant to the Plan all Existing Equity Interests, and (z) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

E. *Preservation of Causes of Action.*

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII hereof and, in the event of a Sale Transaction, the Purchase Agreement and any related documents and schedules, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action (i) acquired by the Purchaser in accordance with the Purchase Agreement, as applicable, or (ii) released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Post-Effective Date Debtors, as applicable, as of the Effective Date.

The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all**

available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as may be assigned or transferred to the Purchaser in accordance with the Purchase Agreement or as otherwise expressly provided in the Plan, including Article VIII of the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims, and the Plan Administrator, if applicable, shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article IV.E include any Claim or Cause of Action against a Released Party or Exculpated Party.

F. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the New Takeback Facility or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the First Lien Credit Documents and all other credit agreements and indentures, shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto, including any Liens and/or claims in connection therewith, shall be deemed satisfied in full, cancelled, discharged, released, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification and participation by the other lenders in letters of credit under the DIP Documents, the Receivables Program Documents, the First Lien Credit Documents, and the Bridge Facility Documents shall remain binding and enforceable in accordance with the terms of such documents; *provided* that any such rights to indemnification shall remain binding and enforceable only as against the Post-Effective Date Debtors and shall not (i) be subject to discharge, impairment, or release under the Plan or the Confirmation Order or (ii) be asserted against the Purchaser, any of its Affiliates, or their respective property or assets, including any Acquired Entity (as defined in the Purchase Agreement).

G. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to or from any other Person) of property under the Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the New Takeback Facility; (vi) the Sale Transaction and any agreement, acquisition, or transaction entered into by the Purchaser or any of its affiliates in connection with the Sale Transaction or in furtherance thereof, including any acquisitions of real or

personal property by the Purchaser or its affiliates from one or more of the Debtors' creditors or landlords in connection with consummation of the Sale Transaction or from other parties in connection with the closing of the Sale Transaction and/or integral to the financing thereof; or (vii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including, as and if applicable: (i) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (ii) the issuance and distribution of the New Common Stock; (iii) implementation of the Restructuring Transactions; (iv) entry into the New Takeback Facility Documents; (v) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (vi) adoption of the New Organizational Documents; (vii) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (viii) adoption by the New Board of the Management Incentive Plan; (ix) consummation of the Sale Transaction pursuant to the Purchase Agreement and related documents; (x) formation of the Post-Effective Date Debtors and selection of the Plan Administrator; and (xi) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors and any corporate action required by the Debtors or the Post-Effective Date Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Post-Effective Date Debtors, including, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the New Common Stock, the New Organizational Documents, the New Takeback Facility, the New Takeback Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Directors and Officers of the Post-Effective Date Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Cyxtera shall expire. In the event of a Recapitalization Transaction or an Equity Investment Transaction, the members for the initial term of the New Board shall be appointed; *provided*, that the disinterested directors of Cyxtera, comprising the special committee of Cyxtera's board of directors, shall retain authority following the Effective Date with respect to matters relating to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The disinterested directors of Cyxtera shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Post-Effective Date Debtors, the Purchaser, or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. In the event of a Recapitalization Transaction or an Equity Investment Transaction, each

such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors. The members of the New Board shall be chosen by the Debtors or the Post-Effective Date Debtors, subject to the applicable terms of the RSA and, if applicable, the Purchase Agreement.

J. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date Debtors and their respective officers and boards of directors and managers are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Post-Effective Date Debtors without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

K. Vesting of Assets in the Post-Effective Date Debtors.

Except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, the Plan, the Plan Supplement, or the New Takeback Facility Documents, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan (other than the GUC Trust Assets) shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Private Company.

The Post-Effective Date Debtors shall not have any class of Equity Securities listed on a national securities exchange and shall make commercially reasonable efforts to take the steps necessary to be a private company without Securities Act or Exchange Act reporting obligations upon emergence or as soon as practicable thereafter in accordance with and to the extent permitted by the Securities Act and the Exchange Act.

M. GUC Trust.

1. General Terms.

On the Effective Date, the Debtors and the GUC Trustee shall enter into the GUC Trust Agreement and the GUC Trust Assets shall vest or deem to be vested in the GUC Trust automatically without further action by any Person, free and clear of all Claims and Liens, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trust shall be administered by the GUC Trustee and governed by the GUC Trust Agreement and shall have the sole power and authority to distribute the GUC Trust Net Assets to Holders of Allowed General Unsecured Claims in accordance with the treatment set forth in the Plan for Class 4. The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust and the GUC Trustee.

The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the responsibility and requisite power to reconcile General Unsecured Claims, including asserting any objections thereto. From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, shall, in the ordinary course of business and without the need for any approval by the Bankruptcy Court, pay the GUC Trust Fees and Expenses from the GUC Trust Assets. The Debtors, the Post-Effective Date Debtors, and their Affiliates (and anyone acting on their behalf) shall not be responsible for any costs, fees, or expenses of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at the later of (i) such time as

all distributions required to be made by the GUC Trustee under the Plan have been made, and (ii) the fifth anniversary of the Effective Date (unless extended by order of the Bankruptcy Court).

2. Tax Treatment.

In furtherance of this section of the Plan, (i) it is intended that the GUC Trust be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code to the Holders of General Unsecured Claims, consistent with the terms of the Plan, and accordingly, all assets held by the GUC Trust are intended to be deemed for United States federal income tax purposes to have been distributed by the Debtors or the Post-Effective Date Debtors, as applicable, to the Holders of Allowed General Unsecured Claims, and then contributed by the Holders of Allowed General Unsecured Claims to the GUC Trust in exchange for their interest in the GUC Trust; (ii) the primary purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Net Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (iii) all parties (including, without limitation, the Debtors, the Post-Effective Date Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with such treatment described in provisos (i) and (ii) of this paragraph; (iv) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (v) the GUC Trustee shall be responsible for filing all applicable tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); and (vi) the GUC Trustee shall annually send to each Holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for United States federal income tax purposes.

Subject to definitive guidance from the United States Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the United States Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (i) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for United States state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. Any taxes (including with respect to earned interest, if any) imposed on the GUC Trust as a result of this treatment shall be paid out of the assets of the GUC Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The GUC Trustee may request an expedited determination of taxes of the GUC Trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

The GUC Trust shall continue to have all of the rights and powers granted to the GUC Trust as set forth in this Plan and applicable non-bankruptcy law, and the GUC Trustee shall also have the rights, powers, and obligations set forth in the GUC Trust Agreement.

3. Transfer of GUC Trust Interests.

Any and all interests in the GUC Trust shall be transferrable either (i) with the consent of the Post-Effective Date Debtors or, (ii) by will, intestate succession, or otherwise by operation of law. In addition, any and all interests in the GUC Trust will not constitute “securities” and will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such interests constitute “securities,” the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied, and the offer,

issuance, and distribution under the Plan of interests in the GUC Trust will be exempt from registration under the Securities Act and all applicable state and local securities laws and regulations.

~~*N. Closing the Chapter 11 Cases.*~~

~~Upon the occurrence of the Effective Date, the Post Effective Date Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Post Effective Date Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case.~~

N. ~~*Director and Officer Liability Insurance.*~~

After the Effective Date, none of the Post-Effective Date Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect on or after the Petition Date, with respect to conduct or events occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date. For the avoidance of doubt, in the event of an Asset Sale, the D&O Liability Insurance Policies will not be assumed and assigned to the Purchaser, and any obligations in connection therewith shall not be enforceable against the Purchaser.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption of Executory Contracts and Unexpired Leases.

On the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall (i) in the event of an Equity Investment Transaction or a Recapitalization Transaction, be deemed assumed or assumed and assigned, as applicable; or (ii) in the event of an Asset Sale, be (a) assumed or assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement, as applicable, if it is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (b) assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement if it is not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and does not relate exclusively to Excluded Assets or Excluded Liabilities; or (c) rejected if it is (x) listed on the Schedule of Rejected Executory Contracts and Unexpired Leases or (y) not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and relates exclusively to Excluded Assets or Excluded Liabilities. For the avoidance of doubt, the foregoing shall not affect any Executory Contract or Unexpired Lease that is (i) explicitly designated by the Plan or the Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with the Confirmation of the Plan; (ii) subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iii) a D&O Liability Insurance Policy; or (iv) a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in the Plan, the Plan Supplement, the Purchase Agreement (in the event of a Sale Transaction), and the Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. In the event of a Sale Transaction, each Executory Contract and Unexpired Lease assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement shall vest in and be fully enforceable by the Purchaser or the applicable designee in accordance with its terms, except as modified by the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption and assignment.

Except as otherwise provided herein or agreed to by the Debtors, the Purchaser (in the event of a Sale Transaction), and the applicable counterparty, each assumed (or assumed and assigned) Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, and with the consent of the Purchaser (in the event of an Asset Sale), reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including ten (10) days before the Effective Date; *provided* that, following the Effective Date and solely in the event of an Asset Sale, the Plan Administrator or Purchaser may supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time in accordance with the Purchase Agreement, including the notice and consent rights set forth therein; *provided further* that in the event of a Recapitalization Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the RSA, and in the event of a Sale Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the Purchase Agreement.

B. Indemnification Obligations.

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order; (ii) remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors and/or the Plan Administrator, as applicable. For the avoidance of doubt, if the Asset Sale is consummated, no such obligations shall be enforceable against the Purchaser or any of its affiliates.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejection, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan, the Schedule of Rejected Executory Contracts and Unexpired Leases, or the Purchase Agreement in the event of a Sale Transaction, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Post-Effective Date Debtors no later than thirty (30) days after the effective

date of such rejection. The notice of the Plan Supplement shall be deemed appropriate notice of rejection when served on applicable parties.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within thirty (30) days after the effective date of such rejection will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, the GUC Trust, the Purchaser, the Plan Administrator, or their property without the need for any objection by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the Purchaser, or the GUC Trust, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Post-Effective Date Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Post-Effective Date Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection (an “Executory Contract Objection”) filed by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment, including pursuant to the Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption or Rejection Objection Deadline or any other deadline that may be set by the Bankruptcy Court. Any Executory Contract Objection (x) timely Filed prior to the Confirmation Hearing will be heard by the Bankruptcy Court at the Confirmation Hearing unless otherwise agreed to by the Debtors and the objecting party, with the consent of the Purchaser (in the case of an Asset Sale), or (y) timely Filed after the Confirmation Hearing shall be heard as soon as reasonably practicable on a date requested by the Debtors or the Post-Effective Date Debtors, as the case may be, with the consent of the Purchaser (in the event of an Asset Sale). Any Executory Contract Objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Purchaser or any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure amount; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure amount despite the failure of the relevant counterparty to File an Executory Contract Objection. The Debtors or the Post-Effective Date Debtors, as applicable, may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption and/or assignment.

If there is any dispute regarding any Cure, the ability of the Post-Effective Date Debtors, or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption (or assumption and assignment), then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order (which may be the Confirmation Order) resolving such dispute, approving such assumption (and, if applicable, assumption and assignment), or as may be agreed upon by the Debtors or the Post-Effective Date Debtors, the Purchaser, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

To the extent an Executory Contract Objection relates solely to a Cure, the Debtors or the Post-Effective Date Debtors, as applicable, may assume and/or assume and assign the applicable Executory Contract or Unexpired Lease prior to the resolution of the Cure objection; *provided* that the Debtors or the Post-Effective Date Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure payment by the non-Debtor party to such Executory Contract or Unexpired Lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the applicable Post-Effective Date Debtor); *provided* further that any Cash reserved in accordance with the forgoing shall not constitute an Acquired Asset and shall be maintained by the Debtors or the Post-Effective Date Debtors, as applicable.

Assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan, the Purchase Agreement, or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed (or assumed and assigned) in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

For the avoidance of doubt, if the Asset Sale is consummated pursuant to the Purchase Agreement, the Purchaser shall not have any obligation with respect to any Cure. To the extent any Cure dispute arises after the Effective Date with respect to an Executory Contract or Unexpired Lease assumed and assigned to the Purchaser, the resolution of such Cure dispute shall be the sole responsibility of the Debtors or the Post-Effective Date Debtors, and the Purchaser shall have no liability in connection therewith.

E. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. If the Debtors consummate the Equity Investment Transaction or the Recapitalization Transaction, unless otherwise provided in the Plan, on the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revest in the Post-Effective Date Debtors.

If the Debtors consummate the Asset Sale, unless otherwise provided in the Plan or Purchase Agreement, on the Effective Date, (i) each of the Debtors' insurance policies (excluding all D&O Liability Insurance Policies) shall be assumed and assigned to the Purchaser in accordance with the Purchase Agreement and (ii) each of the Debtors' D&O Liability Insurance Policies shall be assumed by the Debtors and shall revest in the Post-Effective Date Debtors.

Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (ii) alters or modifies the duty, if any, that the insurers or third party administrators pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor.

F. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy

law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

G. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent or the GUC Trustee, as applicable, on the Effective Date or at such other time as provided for in the Plan. The Disbursing Agent and the GUC Trustee shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent or the GUC Trustee is so

otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date Debtors or the GUC Trust, respectively.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby (other than distributions on account of General Unsecured Claims); (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims or Allowed Interests shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent or the GUC Trustee, as appropriate: (a) to the signatory set forth on any Proof of Claim or Proof of Interest filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is filed or if the Debtors or the GUC Trust have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Post-Effective Date Debtors, or the Disbursing Agent or the GUC Trustee, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims or Allowed Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim or Allowed Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trustee, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

3. Minimum Distributions.

No fractional shares of New Common Stock shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total

number of authorized shares of New Common Stock to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent or the GUC Trustee has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (in the case of distributions from the GUC Trust Net Assets), as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder related to such property or interest in property shall be discharged and forever barred. The Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trust shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings. For the avoidance of doubt, treatment of undeliverable distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

E. *Manner of Payment.*

At the option of the Disbursing Agent or the GUC Trustee, as applicable, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in the GUC Trust Agreement or other applicable agreements.

F. *Compliance with Tax Requirements.*

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Post-Effective Date Debtors, and the GUC Trust reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances in a tax-efficient manner acceptable to the Required Consenting Term Lenders.

G. *Allocations.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. *No Postpetition Interest on Claims.*

Unless otherwise specifically provided for in the Plan, the DIP Orders, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective

Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in the Plan, each Post-Effective Date Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Post-Effective Date Debtor(s) and Holder of Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Post-Effective Date Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors, the Post-Effective Date Debtors, and the GUC Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets), as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder timely to repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets) annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Disputed Claims Process.

The Debtors and the Post-Effective Date Debtors, and the GUC Trust (solely with respect to General Unsecured Claims), shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under the Plan. **Except as otherwise provided herein, all Proofs of Claim Filed after the earlier of: (a) the Effective Date or (b) the applicable claims bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, without the need for any objection by the Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan and the Purchase Agreement (in the event of an Asset Sale), the Plan Administrator, each of the Post-Effective Date Debtors, the GUC Trust, or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction), as applicable, shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim or Interest.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by the Plan or a Final Order is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

C. Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of

the Judicial Code to estimate any such Disputed Claim or Interest, including during the litigation of any objection to any Disputed Claim or Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim or Interest that has been expunged from the Claims Register but that either is subject to appeal or has not been the subject of a Final Order shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim or Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) days after the date on which such Disputed Claim or Interest is estimated.

D. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (solely with respect to the General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, shall have the sole authority: (i) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (ii) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Post-Effective Date Debtor or the GUC Trust, as applicable, shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed by the Post-Effective Date Debtors or the GUC Trust, and, in the event of an Asset Sale, with the consent of the Purchaser solely to the extent that such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, on or before the Claims Objection Deadline, as such deadline may be extended from time to time.

F. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (with respect to General Unsecured Claims), as applicable, without the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust, as applicable having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disputed and Contingent Claims Reserve.

On or after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the applicable Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim. Following the

final resolution of all Disputed Claims, any residual amounts in the Disputed Claims Reserve shall constitute Residual Cash and be immediately distributable to Holders of Allowed First Lien Claims.

H. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Post-Effective Date Debtors, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Post-Effective Date Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan after notice to the Holder of such Claim, but without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Post-Effective Date Debtors or the GUC Trust (with respect to the General Unsecured Claims), in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

I. Amendments to Proofs of Claim or Interest.

On or after the Effective Date, a Proof of Claim or Proof of Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the GUC Trust (with respect to General Unsecured Claims), or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction), as applicable, and any such new or amended Proof of Claim or Proof of Interest Filed that is not so authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction) as applicable; *provided* that the foregoing shall not apply to Administrative Claims or claims filed by Governmental Units to the extent the applicable bar date has not yet occurred.

J. Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

K. Distributions After Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest (as applicable) in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent (or the GUC Trustee, with respect to General Unsecured Claims) shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective

Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS³

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, including the Purchase Agreement in the event of an Asset Sale, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Post-Effective Date Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action (including any Causes of Action or Claims based on theories or allegations of successor liability) that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims) and Interests (other than any Intercompany Interests that are Reinstated) and in the event of an Asset Sale, the transfer of the Debtors' assets free and clear of any and all such Claims and Interests, subject to the occurrence of the Effective Date.

B. Release of Liens.

Except as otherwise provided in the New Takeback Facility Documents, the Plan, the Confirmation Order, the Purchase Agreement (if applicable), or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns. Any Holder of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Post-Effective Date Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any

³. ~~[NTD: Release provisions subject to ongoing review, including as part of the Special Committee investigation.]~~

federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. *Releases by the Debtors.*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors, their Estates, and, if applicable, the Post-Effective Date Debtors and the Plan Administrator, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any Avoidance Actions and any derivative claims asserted or assertable on behalf of the Debtors, their Estates, the Post-Effective Date Debtors, or the Plan Administrator), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, their Estates, the Post-Effective Date Debtors, if applicable, the Plan Administrator, if applicable, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interests of the Debtors and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Debtors' Estates, or, if applicable, the Post-Effective Date Debtors or the Plan Administrator, asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. *Releases by Holders of Claims and Interests.*

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and

forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising prior to the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the New Takeback Facility Documents, the Receivables Program Documents, and all other Definitive Documents, the solicitation of votes for, or Confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, if applicable, in connection with the Plan and the Restructuring Transactions, or

the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability; *provided*, however, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

F. Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in the Post-Effective Date Debtors has been liquidated and distributed in accordance with the terms of the Plan, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or

Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.F.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Post-Effective Date Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Post-Effective Date Debtors, or another Entity with whom the Post-Effective Date Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Post-Effective Date Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Post-Effective Date Debtors, and in accordance with the Purchase Agreement (if applicable).

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (i) such Claim has been adjudicated as non-contingent or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;

2. in the event of an Asset Sale, the Distribution Reserve Accounts shall have been established and funded with the Priority Claims Reserve Amount and the Wind-Down Amount;

3. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall have become a Final Order;

4. each document or agreement constituting the applicable Definitive Documents, the form and substance of which shall be subject to the consent rights set forth in the RSA (and, in the event of a Sale Transaction, shall be subject to the consent rights set forth in the Purchase Agreement or shall otherwise be in form and substance reasonably acceptable to the Purchaser), shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties prior to or contemporaneously with the occurrence of the Effective Date;

5. the New Takeback Facility Documents, if applicable, the form and substance of which shall be subject to the consent rights set forth in the RSA, shall have been executed and delivered by each party thereto,

and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the Required Consenting Term Lenders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

6. the DIP Claims shall have been indefeasibly paid in full in Cash or, solely to the extent set forth herein, satisfied by the New Takeback Facility;

7. unless an Asset Sale occurs, the New Common Stock shall have been issued;

8. all Restructuring Expenses, to the extent invoiced, shall have been paid in full;

9. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;

10. if and as applicable, the Purchase Agreement shall (i) have been executed and all conditions precedent to closing of the Sale Transaction shall have occurred, been waived in accordance with the Purchase Agreement, or will occur substantially simultaneously with the effectiveness of the Plan and (ii) be in full force and effect and binding upon the relevant parties according to its terms;

11. if and as applicable, the Purchaser shall deliver the Purchase Price to the Debtors in exchange for the Post-Effective Date Debtors' distribution of the substantially all of the New Common Stock or transfer of substantially all of the Debtors' assets or as otherwise agreed to by the Debtors and the Purchaser;

12. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;

13. the RSA shall remain in full force and effect;

14. the GUC Trust Agreement shall have been executed and the GUC Trust Assets shall have vested or be deemed to have vested in the GUC Trust;

15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code;

16. no Bankruptcy Court order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the Bankruptcy Code with respect to the Debtors;

17. the Plan shall not have been materially amended, altered, or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with the terms of the Plan as confirmed by the Confirmation Order, the RSA, and, in the event of an Asset Sale, the Purchase Agreement; and

18. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX, except for the conditions set forth in Article IX.A.8 and 17 of the Plan (each of which may not be waived without the consent of the affected parties), may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Required Consenting Term Lenders and, in the event of a Sale Transaction, the Purchaser, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors or other Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect; *provided* that all provisions of the RSA or the Purchase Agreement that survive termination thereof shall remain in effect in each case, in accordance with the terms thereof.

D. Substantial Consummation.

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan and only to the extent permitted by the RSA, and in the event of a Sale Transaction, only to the extent permitted by the Purchase Agreement and subject to the consent rights set forth in the Purchase Agreement, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan, the RSA, and in the event of a Sale Transaction, the Purchase Agreement and the consent rights set forth therein, and the requirements of section 1127 of the Bankruptcy Code, rule 3019 of the Bankruptcy Rules, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify, the Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA and, in the event of a Sale Transaction, only to the extent permitted by the Purchase Agreement and subject to the Purchase Agreement in all respects (including Article VIII and Section 10.12 thereof), the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. Subject to the Purchase Agreement (including Article VIII and Section 10.12 thereof), if the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of such Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, assumed and assigned, or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
4. grant any consensual request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;
5. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;
6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;
8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan, the Sale Transaction (as applicable), and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with the Plan, the Sale Transaction (as applicable), or the Disclosure Statement;
9. enforce the terms of the Purchase Agreement and any related documents or schedules thereto (if applicable) and enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in the Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, including the RSA, and the Purchase Agreement (if applicable);

16. enter an order concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements (including the Purchase Agreement, if applicable), documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII hereof;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Takeback Facility Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Post-Effective Date Debtors, the Purchaser (if applicable), and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties

to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan and the RSA. The Debtors or the Post-Effective Date Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Post-Effective Date Debtors, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) for each quarter (including any fraction thereof) until such Post-Effective Date Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee and any other statutory committee appointed in these Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Post-Effective Date Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

All monthly reports shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) on the Effective Date, and following the Effective Date, the Post-Effective Date Debtors (or the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof) and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

Cyxtera Technologies, Inc.
Attention: Victor Semah, Chief Legal Counsel
E-mail address: victor.semah@cyxtera.com
with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Edward O. Sassower, Christopher Marcus, Derek I. Hunter
E-mail addresses: esassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

2. if to a member of the AHG, to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, NY 10166
Attention: Scott J. Greenberg, Steven Domanowski, Stephen D. Silverman
E-mail addresses: sgreenberg@gibsondunn.com,
sdomanowski@gibsondunn.com
ssilverman@gibsondunn.com

3. if to a Consenting Sponsor, to:

Latham & Watkins LLP
1271 6th Avenue
New York, NY 10020
Attention: George A. Davis, Joseph C. Celentino
E-mail addresses: george.davis@lw.com,
joe.celentino@lw.com

4. if to the Committee, to:

Pachulsky Stang Ziehl & Jones LLP
780 Third Avenue
New York, NY 10017
Attention: Bradford J. Sandler, Robert J. Feinstein, Paul J. Labov
E-mail addresses: bsandler@pszjlaw.com,
rfeinstein@pszjlaw.com
plabov@pszjlaw.com

5. if to the Purchaser, to:

c/o Brookfield Asset Management Inc.
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Fred Day, Michael Rudnick
E-mail addresses: fred.day@brookfield.com
michael.rudnick@brookfield.com

with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Brian S. Hermann, Jacob A. Adlerstein
E-mail addresses: bhermann@paulweiss.com
jadlerstein@paulweiss.com

After the Effective Date, the Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, including with respect to the Purchase Agreement (if applicable), and without limiting the effectiveness of the RSA, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.kccllc.net/cyxtera> or the Bankruptcy Court's website at www.txscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and

provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan, and any deletion or modification thereof shall be subject to the consent rights set forth in the RSA, the Purchase Agreement (if applicable), and herein; and (iii) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

M. Good Faith; No Collusion.

In the event of an Asset Sale, upon entry of the Confirmation Order, the Debtors and the Purchaser, and each of their management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers, equity holders, and representatives will be found and deemed to have negotiated, proposed, and entered into the Purchase Agreement in good faith, without collusion or fraud, and from arms'-length bargaining positions.

N. Closing of Chapter 11 Cases.

The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

O. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the RSA, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

P. Creditor Default.

An act or omission by a Holder of a Claim or Interest or the Purchaser in contravention of the provisions of the Plan shall be deemed an event of default under the Plan. Upon an event of default, the Post-Effective Date Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Post-Effective Date Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (a) designate a party to appear, sign, and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award a judgment against such defaulting Holder of a Claim or Interest in favor of the Post-Effective Date Debtors in an amount, including interest, if applicable, to compensate the Post-Effective Date Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of the Plan.

Q. Removal or Abandonment of Third Parties' Property.

Except as set forth in the Purchase Agreement (if applicable), nothing in the Plan shall impose upon the Post-Effective Date Debtors any obligation to store or protect any third party's property, all of which property will be deemed abandoned and surrendered to the Post-Effective Date Debtors if such property has not been removed (by its owner in a commercially reasonable manner, and with insurance to cover any damage from such removal) from any real property owned or leased by the Post-Effective Date Debtors within forty-five (45) days after Confirmation of the Plan. Following the abandonment and surrender of any such property, the Post-Effective Date Debtors may sell, transfer, assign, scrap, abandon, or otherwise dispose of such property and retain any proceeds resulting therefrom.

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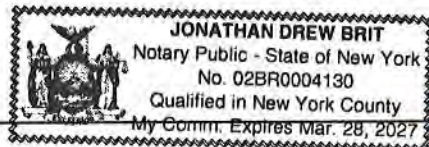
| Dated: November ~~2~~13, 2023

Cyxtera Technologies, Inc.
on behalf of itself and all other Debtors

/s/ Eric Koza

Name: Eric Koza
Title: Chief Restructuring Officer

This is **Exhibit "F"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

ASSET PURCHASE AGREEMENT
DATED AS OF OCTOBER 30, 2023
BY AND AMONG
COLOGIX CANADA, INC., AS PURCHASER,
AND
CYXTERA COMMUNICATIONS CANADA, ULC,
AS SELLER

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EXHIBIT A	FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT
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EXHIBIT D	FORM OF ESTOPPEL CERTIFICATE

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of October 30, 2023, is made by and among Cologix Canada, Inc., a Nova Scotia corporation (“Purchaser”), Cyxtera Communications Canada, ULC, an entity organized under the Laws of the province of Alberta (“Seller”). Purchaser and Seller are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein, including Article XI.

WHEREAS, Seller is an indirect wholly-owned Subsidiary of Cyxtera Technologies Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, “CTI”);

WHEREAS, on June 4, 2023 (the “Petition Date”), CTI, together with certain of CTI’s Affiliates, commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS) (Bankr. D.N.J. June 4, 2023) (collectively, the “Bankruptcy Cases”);

WHEREAS, on June 6, 2023, the Foreign Representative, Seller, and certain of its Affiliates obtained an Initial Recognition Order (Foreign Main Proceeding) and Supplemental Order (Foreign Main Proceeding) from the CCAA Court (the “CCAA Proceeding”) and thereafter have obtained further recognition Orders from CCAA Court recognizing Orders made by the Bankruptcy Court granted in the Bankruptcy Cases; and

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of Seller’s right, title and interest in and to, as of the Closing, the Acquired Assets, free and clear of all Encumbrances other than

Permitted Encumbrances. “Acquired Assets” means all of the right, title, and interest of Seller, as of the Closing in and to, the following assets of Seller:

(a) (i) the Contracts listed on Schedule 1.1(a), (ii) the Transferred Customer Contracts, (iii) any purchase orders, service orders, sales orders, and similar instruments entered into by Seller prior to the Closing with respect to any Contract in clause (i) or (ii), (iv) any other Contracts entered into by Seller with respect to the Transferred Business prior to the Closing with the written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed), and (v) the Acquired Leases ((i) through (v), the “Assigned Contracts”);

(b) all prepaid or deferred charges and expenses, including all lease and rental payments, in each case, that have been prepaid by any Seller with respect to any Acquired Leased Real Property;

(c) the leased real property listed on Schedule 1.1(c) (the “Acquired Leased Real Property” and the lease pursuant to which Seller holds its interest in such Acquired Leased Real Property, an “Acquired Lease”), including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(d) all tangible assets of Seller located at any Acquired Leased Real Property and any such tangible assets on order to be delivered to any Acquired Leased Real Property, other than those assets set forth on Schedule 1.1(d); and

(e) to the extent transferable, all rights of Seller under any permits, permissions, licenses, authorizations and other similar items, in each case, arising from a local Governmental Body having jurisdiction over, and only to the extent relating solely to the operation or use of the Acquired Leased Real Property.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey or deliver, and Seller shall retain all right, title and interest to, in and under any properties, rights, interests and other assets of Seller other than the Acquired Assets (collectively, the “Excluded Assets”).

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with Section 2.1, Purchaser shall irrevocably assume from Seller (or with respect to Taxes, if applicable, from such Seller’s applicable Affiliate) (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller (or with respect to Taxes, if applicable, Seller’s applicable Affiliate) shall irrevocably transfer, assign, convey, and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the “Assumed Liabilities”):

(a) all Liabilities and obligations of any Seller under the Assigned Contracts that first arise or become due from and after the Closing;

(b) all Liabilities (including all government charges or fees) arising out of the conduct of the Transferred Business or the ownership or operation of the Acquired Assets, in each case, by Purchaser on or after the Closing Date;

(c) all Transfer Taxes required to be paid under this Agreement;

(d) without duplication: (i) the Pro Rata Portion of all Taxes with respect to the Acquired Assets for the Straddle Period, and (ii) all Taxes with respect to the Acquired Assets for any taxable period first beginning on or after the Closing Date;

(e) all Liabilities agreed to be assumed by Purchaser in writing or for which Purchaser has agreed to be responsible in accordance with this Agreement; and

(f) all Liabilities relating to Transferred Employees and all Liabilities and obligations assumed by Purchaser under Section 6.1.

1.4 Excluded Liabilities. Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “Excluded Liabilities”).

1.5 Assigned Contracts.

(a) Assumption and Assignment of Executory Contracts. Seller shall take such actions in the Bankruptcy Case and the CCAA Proceedings as are reasonably necessary to effectuate the assumption and assignment to Purchaser of the Assigned Contracts hereunder in accordance with the Bankruptcy Code and the CCAA.

(b) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by a Seller or its Affiliates or terminated by a Seller, its Affiliates or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

(ii) Notwithstanding anything to the contrary in this Agreement, to the extent an Acquired Asset requires a Consent or Governmental Authorization (other than, and in addition to and determined after giving effect to, any Order of the Bankruptcy Court, including the Sale Order) in order to permit the sale or transfer to Purchaser of the applicable Seller’s right, title and interest in and to such asset, Seller shall cooperate with Purchaser and use commercially reasonable efforts in pursuing such Consent or Governmental Authorization. If one or more such Consent or Governmental Authorization

has not been obtained prior to such time as such right, title and interest is to be transferred by Purchaser as an Acquired Asset hereunder, such asset shall not be an Acquired Asset hereunder and shall not be transferred to, or received by, Purchaser. If any Acquired Asset is deemed not to be assigned pursuant to this clause (ii), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six months following the Closing (or the closing of the Bankruptcy Cases or dissolution of the applicable Seller(s), if earlier), Seller and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Acquired Asset, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Seller or their respective Affiliates or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset with respect to which the Consent or Governmental Authorization has not been obtained and (2) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Acquired Asset after the Closing, Seller's right, title and interest in and to such Acquired Asset shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement and the Sale Order. Notwithstanding anything herein to the contrary, no Seller will be obligated to pay any consideration therefor to any third party from whom Consent or Governmental Authorization is requested or to initiate any litigation to obtain any such Consent or Governmental Authorization.

ARTICLE II CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment of \$10,000,000, subject to Section 9.4(d) (the "Cash Payment").

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller the Cash Payment (the "Closing Date Payment"). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made at least two Business Days prior to the date such payment is to be made.

2.2 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange of

documents (or, if the Parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022) at 10:00 a.m. Eastern Time on the second Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the “Closing Date.”

2.3 Closing Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Purchaser:

- (a) a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the “Assignment and Assumption Agreement”) duly executed by Seller;
- (b) any joint elections contemplated by Section 9.4(e);
- (c) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Seller certifying that the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied.

2.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) Seller:

- (a) the Closing Date Payment;
- (b) the Assignment and Assumption Agreement, duly executed by Purchaser;
- (c) any joint elections contemplated by Section 9.4(e);
- (d) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied; and
- (e) the PST owing under the PSTA. The Parties will reasonably cooperate in determining the amount of PST with respect to the Acquired Assets so as to permit each Party to comply with its respective obligations under the PSTA; provided that if the Parties are unable to agree prior to the Closing, the Closing will still occur and Purchaser shall continue to be responsible for such PST.

2.5 Withholding. Purchaser shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement, such amounts as may be required to be deducted and withheld therefrom or with respect thereto under the Tax Code or other applicable Law; provided that prior to any such deduction and withholding, Purchaser shall use commercially reasonable efforts to provide Seller with five (5) Business Days’ written notice of its intent to deduct and withhold amounts from any such payments. If Purchaser is required under applicable Law to deduct or withhold any taxes from any payment in connection with or related to this Agreement, the sum payable by Purchaser shall be increased as necessary so that after all required

deductions have been made, Seller receives an amount equal to the sum it would have received had no such deductions been made.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Except as (i) disclosed in the forms, reports, schedules, statements, exhibits and other documents filed with the SEC by CTI in respect of Seller and its business to the extent publicly available on the SEC's EDGAR database (other than any disclosures set forth under the headings "Risk Factors" or "Forward-Looking Statements" and any other disclosures included therein to the extent they are forward-looking in nature), (ii) disclosed in any forms, statements or other documents filed with the Bankruptcy Court, or (iii) set forth in the Schedules delivered by Seller concurrently herewith (each, a "Schedule" and collectively, the "Schedules"), and subject to Section 10.10, Seller represent and warrant to Purchaser as of the date hereof as follows:

3.1 Organization and Qualification. Except as set forth in Schedule 3.1, Seller is an unlimited liability corporation, duly organized, validly existing, and in good standing (if such concept is applicable) under the Laws of the jurisdiction of its incorporation or formation.

3.2 Authorization of Agreement. Subject to requisite Bankruptcy Court approvals:

(a) Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Agreements to which Seller is a party and to perform its obligations hereunder and to consummate the Transactions;

(b) the execution, delivery and performance by Seller of this Agreement and the other Transaction Agreements to which Seller is a party, and the consummation by Seller of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of Seller, and no other organizational proceedings on Seller's part are necessary to authorize the execution, delivery and performance by Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions; and

(c) this Agreement and the other Transaction Agreements to which Seller is a party have been, or will be, duly executed and delivered by Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

3.3 Conflicts; Consents. Assuming that (a) the Sale Order and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained, and (b) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 3.3 are made, given, obtained or waived (as applicable), neither the execution and delivery by Seller of this Agreement or the other

Transaction Agreements, nor the consummation by Seller of the Transactions, nor performance or compliance by Seller with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of the Organizational Documents of Seller (ii) except as set forth on Schedule 3.3, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancellation of any obligation or to the loss of any benefit, any of the terms or provisions of any Assigned Contract or accelerate Seller's obligations under any such Assigned Contract, (iii) violate any Law or Order applicable to Seller or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except, in the case of clauses (ii), (iii) or (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Legal Actions. As of the date of this Agreement, except as set forth on Schedule 3.4, there are no, and during the two (2) years preceding the date hereof there have been no, Actions pending or to the Knowledge of Seller, threatened in writing that relate to the Transferred Business (a) to which Seller is or was a party or to which any property, rights or interests of any of them is or was subject, except for (i) such Action that, if adversely determined, would not reasonably be expected to result in (x) Liabilities or obligations of any nature of Seller following the Closing in excess of \$500,000 or (y) equitable remedies that would reasonably be expected to be material and adverse to the Transferred Business, taken as a whole, following the Closing, and (ii) following the Petition Date, claims of creditors or other parties in the Bankruptcy Cases or (b) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Transactions.

3.5 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 3.5(a), with respect to the Transferred Business, Seller is, and during the two (2) years preceding the date hereof has been, in compliance in all material respects with the requirements of all Laws applicable to it or to its properties, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and no written notices have during the two (2) years preceding the date hereof been received by Seller alleging such material violation of any such Laws.

(b) To the Knowledge of Seller, except as set forth on Schedule 3.5(b), Seller possesses all Permits that are necessary or required to conduct the Transferred Business with respect to the Acquired Assets as currently conducted, except for such Permits, the failure to have so obtained, made or delivered would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Within the two (2) years preceding the date hereof, Seller has not received written notice of any revocation or modification of any Permit and all such Permits are in full force and effect and will continue to be in full force and effect following the consummation of the Transactions, except where the failure to so continue would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.6 Leased Real Property. Schedule 3.6 contains a true and complete list of all Acquired Leases. Seller has delivered to the Purchaser or the Purchaser's Advisors true and complete copies of the Acquired Leases. Except as set forth on Schedule 3.6 (and subject to entry of the Sale Order), with respect to each of the Acquired Leases: (i) such Acquired Lease is legal, valid, binding, enforceable and in full force and effect; (ii) to the Knowledge of Seller, there are no existing

material disputes with respect to such Acquired Lease; (iii) none of Seller, or, to the Knowledge of Seller, any other party to the Acquired Lease is in breach or default under such Acquired Lease, and, to the Knowledge of Seller, no event has occurred within the two (2) years preceding the date hereof or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Acquired Lease, except, in each case, for such breaches or defaults as would not reasonably be expected to be material to the Transferred Business, taken as a whole; (iv) Seller does not currently sublease, license or otherwise grant any Person the right to use or occupy such Acquired Leased Real Property or any portion thereof, other than datacenter collocation and related services; and (v) none of the Acquired Leases, or any interest therein, is collaterally assigned or subject to a security interest. The Acquired Leases comprise all of the real property used or intended to be used in, or otherwise related primarily to, the Transferred Business. Other than licenses granted under the Transferred Customer Contracts, Seller is the sole party in possession of the Acquired Leased Real Property.

3.7 Assigned Contracts.

(a) Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, and assumption by Seller of the applicable Contract in accordance with applicable Law and except (i) as a result of the commencement of the Bankruptcy Cases and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Assigned Contract is valid and binding on Seller and, to the Knowledge of Seller, each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions, (B) Seller, and, to the Knowledge of Seller, any other party thereto, have performed in all material respects all obligations required to be performed by it under each Assigned Contract, (C) Seller has received no written notice of the existence of any breach or default on the part of Seller under any Assigned Contract, (D) there are no events or conditions which constitute, or, after notice or lapse of time or both, will constitute a material default on the part of Seller, or to the Knowledge of Seller, any counterparty under such Assigned Contract and (E) Seller has not received any written notice from any Person that such Person intends to terminate, or not renew, any Assigned Contract.

3.8 Tax Matters. Except as set forth on Schedule 3.8:

(a) (i) all material Tax Returns required to be filed by or on behalf of Seller with regard to the Acquired Assets have been timely filed with the appropriate Taxing Authorities (after giving effect to any valid extensions of time in which to make such filings) and all material Taxes shown as due on such Tax Returns have been timely paid, except for Taxes being contested in good faith by appropriate proceedings.

(b) Seller has, within the last three (3) years, duly and timely withheld from Business Employees salaries, wages, and other compensation and have paid over to the appropriate Taxing Authorities all material amounts required to be so withheld and paid over for all periods under all applicable Laws.

(c) All material deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority of the Tax Returns of Seller with regard to the Acquired

Assets have been paid, settled or withdrawn, and there are no other audits or investigations by any Taxing Authority in progress, nor has Seller received written notice from any Taxing Authority that it intends to conduct such an audit or investigation.

(d) Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(e) Seller is registered for the collection of the GST/HST and its registration number under the ETA is 869416073 RT000, is registered for the collection of the QST and its registration number under the QSTA is 1207636149 TQ0001, and is registered for the collection of PST and its registration number under the PSTA is 1014-4649.

(f) The representations and warranties contained in this Section 3.8 are the only representations and warranties being made with respect to Tax matters of Seller, and nothing in this Section 3.8 or otherwise in this Agreement shall be construed as a representation or warranty with respect to the amount, availability or usability of any net operating loss, capital loss, Tax basis or other Tax asset or attribute of Seller or in any taxable period.

3.9 Environmental Matters. Except as set forth on Schedule 3.9, with regard to the Acquired Assets (i) Seller is in compliance in all material respects with all applicable Environmental Laws, which compliance includes possessing and complying in all material respects with all Permits required by applicable Environmental Laws, (ii) within the two (2) years preceding the date hereof Seller has not received any written notice, and there are no Actions pending or, to the Knowledge of Seller, threatened in writing against Seller or any Subsidiary, regarding any material violation of Environmental Laws and (iii) to the Knowledge of Seller, within the past two (2) years preceding the date hereof Seller has not released any Hazardous Material at the Acquired Leased Real Property in violation of Environmental Laws and in a manner that currently requires remediation under Environmental Laws. This Section 3.9 contains Seller's sole representations and warranties regarding Environmental Laws, Hazardous Materials, or any other environmental, health or safety matters.

3.10 Due Diligence Materials. Schedule 3.10(a) and 3.10(c) are true, accurate, and complete in all material respects regarding the matters addressed below as listed thereon.

(a) Schedule 3.10(a) sets forth, as of the date hereof, for each of the Transferred Business (i) the name of such customer, (ii) the currency for such customer's payments, (iii) the monthly recurring revenue for such customer, (iv) the sold capacity, measured in kilowatts, for such customer, (v) price per kilowatt for such customer, (vi) the start date of such customer's current Contract with Seller, (vii) the current end of the term of such customer's current Contract with Seller, (viii) the length of the term of such customer's current Contract, and (ix) the annual price escalator percentage for such customer under its current Contract.

(b) To the Knowledge of Seller, no customer set forth on Schedule 3.10(a) has materially reduced, cancelled or terminated (except for expiration of Contracts pursuant to their terms) its business relationship with Seller or has notified Seller in writing of any intent to do so.

(c) Schedule 3.10(c) sets forth, as of the date hereof, each Business Employee and indicating each such Business Employee's (i) name or identification number; (ii) seniority

date; (iii) active or inactive status; (iv) job title; (v) full time, part time or temporary status; (vi) work location; (vii) base annual salary, (viii) bonus entitlement, (ix) vacation entitlement (other than statutory entitlement), (x) any other employee benefit entitlement (other than statutory entitlements), and (xi) terms of all related employment agreements, or a statement that there are no employment agreements for such Business Employee.

3.11 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Seller.

3.12 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") (it being understood that Purchaser has relied only on such Express Representations and warranties), Purchaser acknowledges and agrees that neither Seller nor any other Person on behalf of Seller makes, and neither Purchaser has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, the Transferred Business, the other Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Seller or any of its Affiliates or Advisors. Without limiting the foregoing, neither Seller nor any of its Advisors or any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser's or any of its Affiliates' or Advisors' use of or reliance on, any such information, including any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in expectation of the Transactions or any discussions with respect to any of the foregoing information.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the date hereof as follows.

4.1 Organization and Qualification. Purchaser is an entity duly created, formed or organized (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its creation, formation or organization (as applicable) and has all requisite corporate or limited liability company power and authority necessary to conduct its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have an adverse effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) under the Laws of each jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or

in the aggregate, reasonably be expected to have an adverse effect on Purchaser's ability to consummate the Transactions.

4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (i) the Sale Order, and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained and (ii) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3(a) are made, given, obtained or waived (as applicable), neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the Transactions, nor performance or compliance by Purchaser with any of the terms or provisions hereof, will (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (B) through (D), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the Transactions, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

4.4 Financing. Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Cash Payment in full and to consummate all of the other Transactions, including the payment of the Purchase Price in full and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with the Transactions and, to

Purchaser's knowledge, there is no circumstance or condition that could reasonably be expected to prevent or substantially delay the availability of such funds or otherwise impair such capability at the Closing and such other dates that such obligations and transactions are required to be satisfied pursuant to the terms hereof. Purchaser affirms that it is not a condition to Closing or to any of its obligations under this Agreement that Purchaser obtains financing for the Transactions.

4.5 Brokers. There is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the Transactions.

4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will or would be reasonably likely to adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the Transactions.

4.7 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of Seller or its board of directors (or applicable governing body of any Affiliate of Seller), any holder of equity or debt securities of Seller, or any lender or creditor of Seller or any Affiliate of Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

4.8 Solvency. Purchaser is, and immediately after giving effect to the Transactions, Purchaser shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.9 Investigation. Purchaser acknowledges, covenants and agrees that it is relying on its own independent investigation and analysis in entering into this Agreement and consummating the Transactions. Purchaser is knowledgeable about the industries in which Seller operates and is capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded full access to the books and records, facilities and personnel of Seller for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of Seller. Purchaser does not have any knowledge that the representations and warranties of Seller in this Agreement are not true and correct in all respects, and Purchaser does not have any knowledge of any errors in, or material omissions from, the Schedules.

4.10 Transfer Tax Registrations. Purchaser is registered for the collection of the GST/HST and its registration number under the ETA is 859292344, and is registered for the collection of the QST and its registration number under the QSTA is 1219448291TQ0001.

ARTICLE V BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) Within three (3) Business Days following the date hereof, Seller shall file, or caused to be filed, with the Bankruptcy Court a motion seeking approval of the Sale Order. Seller shall use commercially reasonable efforts to schedule a hearing with the Bankruptcy Court to consider entry of the Sale Order.

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(c) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the Transactions.

(d) The Foreign Representative and Seller shall file with the CCAA Court an application in the CCAA Proceeding seeking the granting of the CCAA Orders within a reasonable period of time following approval of the Sale Order by the Bankruptcy Court.

(e) Each Party shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request, promptly furnishing the other with copies of notices or other communications received by a Seller from the Bankruptcy Court with respect to the Transactions.

(f) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assigned Contracts. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Advisors available to testify before the Bankruptcy Court.

5.2 Cure Costs. Subject to entry of the Sale Order, Seller shall, on or prior to the Closing, pay all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code and this Agreement ("Cure Costs").

5.3 Approval. The Parties' obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order) and CCAA Court (including granting of the CCAA Orders). Nothing in this Agreement shall require either Party or their respective Affiliates

to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Employee Matters.

(a) At least 5 Business Days prior to Closing, Purchaser shall extend to each Business Employee employed by Seller a written offer of employment, which offer shall (i) be reviewed by Seller, with a reasonable opportunity to provide Seller's comments, if any, and (ii) if accepted, become effective immediately after the Closing ("Transfer Offer"). Business Employees who accept such Transfer Offers and begin employment with Purchaser shall be collectively referred to herein as "Transferred Employees." Purchaser shall promptly notify Seller of whether each Business Employee has accepted their Transfer Offer, and following such notice, Seller will deliver evidence reasonably satisfactory to Purchaser that each Business Employee's employment with Seller will be terminated effective as of Closing, it being the intent of the Parties that effective as of the Closing, (i) employment by Purchaser of Transferred Employees shall commence and (ii) each Business Employee previously employed by Seller shall cease to be an employee of Seller. Nothing in this Agreement shall be construed as a representation or guarantee by Seller or any of its Affiliates that any or all Business Employees employed by Seller will accept the Transfer Offer, or that any Transferred Employee will continue in employment with Purchaser following the Closing for any period of time.

(b) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in Section 1.3 above, all Liabilities relating to the employment by Seller of any Business Employees shall be Excluded Liabilities; provided, however, that Purchaser shall be solely liable for all Liabilities relating to the Transferred Employees to the extent such Liability (i) first arises after such Transferred Employee commences employment with Purchaser and relates to or arises from such employment with Purchaser, or (ii) relates to or arises from a breach of or default under a Transfer Offer. Purchaser further agrees and acknowledges that some of the Business Employees reside in or are otherwise protected by the Laws of the Province of Quebec, and that such Laws may relate to Purchaser's decision or potential obligation to extend a Transfer Offer to one or more Business Employees, the terms contained in any such Transfer Offer, or Purchaser's other decisions with respect to the Transferred Employees or Business Employees that reside in or are otherwise protected by the Laws of the Province of Quebec (the "Quebec Employment Matters"). Purchaser will decide issues relating to the Quebec Employment Matters in its sole discretion; provided that Purchaser shall be solely responsible for any and all Liabilities arising from or relating to any Quebec Employment Matters. Purchaser agrees to indemnify and save harmless Seller from all such Liabilities a Governmental Body or Business Employee asserts or imposes as a result of the Quebec Employment Matters.

(c) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in Section 1.3 above, effective as of the Closing, Purchaser and Purchaser's Affiliates shall assume all obligations, Liabilities and commitments in respect of claims made by any Transferred Employee and Québec Employee (or any other individual claiming that he or she is or should be a Transferred Employee or a Québec Employee) for severance or other termination

benefits (including claims for wrongful dismissal, dismissal without a good and sufficient cause, reasonable notice of termination of employment, pay in lieu of reasonable notice or breach of Contract) arising out of, relating to or in connection with any failure to offer employment to, or to continue the employment of, any such Transferred Employee and Québec Employee (or other individual claiming that he or she is or should be a Transferred Employee or a Québec Employee) or other failure to comply with the terms of this Agreement.

(d) The provisions of this Section 6.1 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any employees of Seller or any Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.1 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.1, alter or limit Purchaser's or Seller's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

6.2 Overhead and Shared Services. (i) Purchaser acknowledges and agrees that, effective as of the Closing Date: (i) all Overhead and Shared Services provided to the Transferred Business shall cease, (ii) Seller and its Affiliates shall have no further obligation to provide any such Overhead and Shared Services to the Transferred Business and (iii) all rights of the Transferred Business under Shared Contracts shall be terminated and the Transferred Business shall have no further rights thereunder, other than Shared Customer Contracts, which are the subject of Section 6.4.

6.3 De-Branding. As soon as reasonably practicable, but in no event more than thirty (30) days following the Closing, Purchaser shall take all actions necessary to remove any of Seller's or any of its Affiliates' trademarks, tradenames, trade dress, branding, signage, or other usage of Seller's or any of its Affiliates' trademarks, business names and logos, including all uses of the name "Cyxtera," located on or about the Acquired Leased Real Property or on, as may be applicable, any billing or other information technology systems and applications, stationery, purchase orders, invoices, receipts, and other similar documents and materials, advertising and marketing materials, policies, procedures and manuals, employee information or data, employee identifications, and similar documents and materials.

6.4 Shared Customer Contracts.

(a) With respect to Shared Customer Contracts, Seller and its Affiliates shall use commercially reasonable efforts (and Purchaser shall reasonably cooperate with Seller and its Affiliates in connection with such efforts) to:

(i) cause each Shared Customer Contract to be assigned in relevant part to Purchaser or to appropriately amend such Shared Customer Contract so that Purchaser will, from and after the Closing, be entitled to the rights and benefits inuring to the

Transferred Business under such Shared Customer Contracts on substantially the same terms as then in effect; and

(ii) obtain prior to the Closing or, if not obtained, shall use commercially reasonable efforts to obtain, prior to the earliest of (A) six months following the Closing Date, (B) the closing of the Bankruptcy Cases or the windup or dissolution of Seller, and (C) the expiration of such Shared Customer Contract in accordance with its current terms (such period, the “Shared Contract Period”), from the counterparty to each Shared Customer Contract any Consent or similar action that is required to separate the portion of such Shared Customer Contract that relates to the Transferred Business, it being understood that (X) Seller and Purchaser shall not be required to grant any consideration to any counterparty to such Shared Customer Contract, (Y) the allocations of benefits and burdens of any Shared Customer Contract shall be apportioned such that the Transferred Business receives and bears such benefits and burdens consistent in all material respects with the past practice of Seller, its Affiliates, and such counterparty, and (Z) any amendment to any Shared Customer Contract that would adversely affect in any material respect the Transferred Business shall be subject to Purchaser’s written approval (not to be unreasonably withheld, conditioned or delayed).

(b) During the Shared Contract Period, Purchaser and Seller shall cooperate and work in good faith to separate the applicable portion of any Shared Customer Contract hereunder. The Contract constituting the separated portion of any Shared Customer Contract that relates to the Transferred Business shall constitute a Transferred Customer Contract, and in no event shall those portions of any Shared Customer Contract not relating to the Transferred Business be considered a Transferred Customer Contract. With respect to any Shared Customer Contract, if partial assignment or amendment cannot be obtained, or if an attempted partial assignment or amendment thereof would adversely affect in any material respect the rights of the Purchaser, Seller or their respective Affiliates, Seller and Purchaser will, and will cause the respective Affiliate to, use their commercially reasonable efforts to negotiate a mutually acceptable arrangement under which Purchaser (or its Affiliates) or Seller (or its Affiliates) will, from and after the Closing, to the extent permitted by applicable Law, obtain the benefits and assume the Liabilities and obligations under such Shared Customer Contract (consistent with this Section 6.4) to the extent related to the Transferred Business (in the case of the Purchaser) or the other businesses of Seller and its Affiliates (in the case of Seller), including entering into sub-contracting, sub-licensing or sub-leasing arrangements for the benefit of Purchaser or Seller, as the case may be.

(c) Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein, Seller and Purchaser each hereby further covenant and agree to and cause its respective Affiliates to abide by and comply with all of the terms and conditions of each applicable Shared Customer Contracts at all times during the Shared Contract Period, and in connection therewith each Party shall promptly indemnify and hold harmless the other Party and its respective Affiliates for any failure to comply with its compliance obligations hereunder. Notwithstanding anything to the contrary herein, including in Section 10.4 or in Section 10.6 hereof, all rights, obligations, remedies and defenses of Seller under this Section 6.4 with respect to any Shared Customer Contract shall be automatically assigned to an acquiror of the Seller’s interest in such Shared Customer Contract, and such acquiror shall automatically be an express

third party beneficiary of this Section 6.4. This Section 6.4 may not be amended or modified, and no waiver may be granted hereunder, without the prior written consent of any such acquiror of a Shared Customer Contract.

6.5 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Subsidiaries to, use its and their commercially reasonable efforts to perform its and their respective obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the Transactions to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party, its Affiliates and its and their respective Advisors in connection with any step required to be taken as a part of its obligations hereunder.

(b) The obligations of Seller pursuant to this Agreement, including this Section 6.5, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), Seller's debtor-in-possession financing, and Seller's obligations as debtors in possession to comply with any Order of the Bankruptcy Court (including the Sale Order), and Seller's duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

6.6 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions.

6.7 Insurance Matters. Purchaser acknowledges that, upon Closing, all insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with Seller or its Affiliates) shall cease to provide any coverage to the Transferred Business, the Acquired Assets and the Assumed Liabilities and no further coverage shall be available to the Transferred Business, the Acquired Assets or the Assumed Liabilities under any such policies.

6.8 Receipt of Misdirected Assets; Liabilities.

(a) From and after the Closing, if Seller or any of its Affiliates receives any right, property or asset that is an Acquired Asset, Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to Seller, and such asset will be deemed the property of Seller held in trust by Purchaser for Seller until so transferred.

(b) From and after the Closing, if Seller or any of its Affiliates is subject to a Liability that should belong to Purchaser or its Affiliates pursuant to the terms of this Agreement, Seller shall promptly transfer or cause such of its Affiliates to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after the Closing, if Purchaser or any of its Affiliates is subject to a Liability that should belong to Seller or its Affiliates pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such Liability to the applicable Seller or Affiliate, and such Seller or Affiliate shall assume and accept such Liability.

6.9 Estoppel Certificates. From and after the date hereof, Seller shall use good faith, commercially reasonable efforts to obtain: (a) from each landlord of the Acquired Leased Real Property an estoppel certificate in the form attached hereto as Exhibit C (each a “Landlord Consent”); and (b) from each customer under the Transferred Customer Contracts, an Estoppel Certificate.

6.10 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the Transferred Business (including its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects), the Acquired Assets, and the Assumed Liabilities, and, in making its determination to proceed with the Transactions, Purchaser and the Purchaser Group have relied solely, are relying, and will rely, solely, on the Express Representations and the results of the Purchaser Group’s own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors, in each case, whether written or oral, made or provided by or on behalf Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser or any member of the Purchaser Group may rely in connection with the Transactions and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, statutory, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in meetings, calls or correspondence with management of Seller, any of the Seller Parties or any other Person on behalf of Seller or any of the Seller Parties or any of their respective Affiliates or Advisors and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects of Seller, or the quality, quantity or condition of any of the Acquired Assets, are, in each case, specifically disclaimed by Seller, on its behalf and on behalf of the Seller Parties. Purchaser, on its own behalf and on behalf of the Purchaser Group: (1) disclaims reliance on the items in clause (ii) in the

immediately preceding sentence; and (2) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence.

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.10. Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that the covenants and agreements contained in this Section 6.10 (i) require performance after the Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.10, Seller would not enter into this Agreement.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Seller. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Closing that is continuing in effect; and

(b) the Bankruptcy Court shall have entered the Sale Order and shall not have been stayed, reversed, or modified;

(c) the CCAA Court shall have pronounced the CCAA Orders and the CCAA Orders shall not have been stayed, set-aside, reversed or modified.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) (i) the representations and warranties made by Seller in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except (i) that representations and warranties that are made as of a specified date need be true and correct in all material respects only as of such date, and (ii) the representations and warranties set forth in Section 3.1, Section 3.2 and Section 3.11 (collectively, the “Fundamental Representations”) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct only as of such date;

(b) Seller shall not have breached, in any material respect, the covenants required to be performed or complied with by Seller under this Agreement on or prior to Closing;

(c) No Material Adverse Effect shall have occurred and be continuing with respect to the Transferred Business;

(d) Seller shall have executed or delivered to Purchaser all of the documents, instruments, and agreements set forth in Section 2.3;

(e) The Sale Order, as approved by the Bankruptcy Court, shall be substantially in the forms attached to this Agreement as Exhibit B.

(f) Purchaser shall have received on and as of the Closing Date a certificate of an authorized officer of Seller confirming that the conditions set forth Section 2.3 have been satisfied.

7.3 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that representations and warranties that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) Purchaser shall not have breached in any material respect the covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date; and

(c) Seller shall have received on and as of the Closing Date a certificate of an authorized officer of Purchaser confirming that the conditions set forth in Section 2.4 have been satisfied.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Seller may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE VIII TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 8.1, and in no other matter:

(a) by written notice of either Purchaser or Seller to the other, if there is in effect any Law or Order enacted or issued by a Government Body of competent jurisdiction that restrains, enjoins, declares unlawful or otherwise prohibits the consummation of the Closing or declaring unlawful the Transactions, and such Law or Order has become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(a) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(b) by written notice of either Purchaser or Seller, if the Closing shall not have occurred on or before December 31, 2023 (the "Outside Date") (or such later date as provided in Section 10.12); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(b) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Seller may extend the Outside Date up to an additional 45 days to the extent necessary to satisfy the conditions set forth in Section 7.1 so long as the other conditions in Article VII have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied);

(c) by written notice from Seller to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied) or waived and Purchaser fails to complete the Closing at the time required by Section 2.2;

(d) by written notice from Seller to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by Purchaser (other than a breach or failure by Purchaser to close when required pursuant to Section 2.2) then Seller may not terminate this agreement under this Section 8.1(d) unless such breach has not been cured by the date, which that the earlier of (A) one (1) Business Day prior to the Outside Date and (B) ten (10) days after Seller notifies Purchaser of such breach and (ii) Seller's right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to Seller at any time that Seller is in breach of any covenant, representation or warranty hereunder such that the conditions in Section 7.3 cannot be satisfied.

(e) by written notice from Purchaser to Seller, upon a breach of any covenant or agreement on the part of Seller, or if any representation or warranty of Seller have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied; provided that (i) if such breach is curable by Seller (other than a breach or failure by Seller to close when required pursuant to Section 2.2) then Purchaser may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is

the earlier of (A) one (1) Business Day prior to the Outside Date and (B) ten (10) days after the Purchaser notifies Seller of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Purchaser at any time that Purchaser is in breach of any covenant, representation or warranty hereunder such that the conditions in Section 7.2 cannot be satisfied;

(f) by written notice from Purchaser to Seller if any Material Adverse Effect occurs to the Transferred Business after the date hereof.

8.2 Effect of Termination. In the event of termination of this Agreement in accordance with Article VIII, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers or equity holders will have any Liability under this Agreement; provided that this Section 8.2 and Article X shall survive any such termination; provided further that no termination will relieve Purchaser from any liability for damages, losses, costs or expenses (which the Parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs, but shall exclude consequential, special, punitive, and any other damages beyond actual damages incurred by Seller and related directly to such Willful Breach, any speculative damages or any damages based on any multiple or other valuation method) resulting from any Willful Breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder). Nothing in this Section 8.2 will be deemed to impair the right of any Party to be entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

ARTICLE IX TAXES

9.1 Transfer Taxes. Any U.S. federal, state, local, or non-U.S., GST/HST, QST, PST or other consumption sales, use, excise, value added, registration, real property, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges (including all related interest, penalties, and additions to any of the foregoing) payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the Transactions (the “Transfer Taxes”) shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes with the appropriate Taxing Authority.

9.2 Allocation of Purchase Price. For U.S. federal and applicable state and local and non-U.S. income Tax purposes, Purchaser, Seller, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal and non-U.S. income Tax purposes) among the Acquired Assets, which shall be consistent with the requirements of Section 1060 of the Code and the regulations promulgated thereunder and any similar provision of applicable Tax Law (the “Allocation Methodology”). As soon as commercially practicable, but no later than 45 days following the determination of the final Purchase Price, Purchaser shall provide a proposed allocation to Seller setting forth the allocation of the Purchase Price (and other amounts treated as part of the purchase price for U.S. federal and Canadian income Tax purposes) among the Acquired Assets in accordance with the Allocation Methodology (the “Allocation”) subject to Seller’s review and approval (such approval

not to be unreasonably delayed, conditioned or withheld). Purchaser shall incorporate any changes reasonably requested by Seller with respect to such Allocation. If Seller delivers a written objection within 30 days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Seller shall negotiate in good faith to resolve any such objection, and, if Seller and Purchaser cannot resolve such dispute within 30 days of Purchaser's receipt of Seller's objection, then each of Purchaser, on the one hand, and Seller, on the other hand, shall be entitled to take its own position regarding the appropriate Allocation. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and not take any Tax related action inconsistent with the Allocation, in each case, unless otherwise required by a "determination" within the meaning of section 1313(a) of the Tax Code and other applicable Law.

9.3 Cooperation. Purchaser and Seller shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Seller shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets for any Tax period ending on or before the Closing Date and (ii) all income Tax Returns of Seller.

(b) Purchaser shall prepare and timely file all Tax Returns with respect to the Acquired Assets for any Tax period ending after the Closing Date. With respect to any Straddle Period, Purchaser shall prepare such Tax Returns consistent with past practice, and shall provide Seller or its successors in rights, as applicable, with a draft of such Tax Returns at least 30 days prior to the filing of any such Tax Return. Purchaser shall incorporate any changes reasonably requested by Seller with respect to such Tax Returns.

(c) Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, or otherwise take any Tax position that has the effect of increasing any Tax that is payable or otherwise borne by Seller, without the written consent of Seller (such consent not to be unreasonably delayed, conditioned or withheld); except to the extent Purchaser reasonably believes such position is required by Law.

(d) Property, ad valorem, intangible, and other periodic Taxes imposed or assessed directly against, the Acquired Assets (including to landlords through CAM charges under the Acquired Leases, but, for the avoidance of doubt, excluding any Transfer Taxes and any gross, net or similar Taxes) for any Straddle Period will be apportioned and prorated between Seller, on one hand, and Purchaser, on the other hand, as of the Closing Date. Purchaser shall bear the Pro Rata Portion of such Taxes, and Seller shall bear the remaining portion of such Taxes. The Parties hereby agree and acknowledge the apportionment of Taxes contemplated by this Section 9.4(d) results in an aggregate amount equal to \$6,073.16 payable at Closing by Purchaser to Seller, that the Cash Payment will be adjusted accordingly, and that such apportionment shall not be revisited after Closing, even if the actual apportionment (which would have been determined when the actual amount of such Taxes become known) is greater or less than the apportionment made at Closing. Purchaser shall be responsible for preparing and filing all Tax Returns with respect to,

and shall be responsible for paying to the applicable Taxing Authority or landlord, as applicable, all of, the Taxes contemplated by this Section 9.4(d).

(e) If available, the Parties will complete and sign on or before the Closing Date, a joint election under section 167(1) of the ETA and section 75 of the QSTA, to permit the purchase and sale of any applicable Acquired Assets, without incurring GST/HST or QST. If available, the Purchaser will duly file the elections with the appropriate Governmental Body within the time permitted under the ETA and QSTA. The Purchaser agrees to indemnify and save harmless Seller from all Tax, penalties and interest in the event a Governmental Body asserts the election or elections contemplated by this section are not available. In the event the joint elections are not available, the Purchaser agrees to self-assess for any GST/HST and QST on the real property, and fixtures to real property included in the Acquired Assets and to pay any GST/HST, QST and PST to Seller at Closing. All PST owing on the Acquired Assets shall be payable by the Purchaser to Seller at Closing.

ARTICLE X MISCELLANEOUS

10.1 Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Except as set forth below, and except for any claim based on fraud (which claims, if any, shall, for the avoidance of doubt, be subject to Section 6.10), each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing, such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for one year following the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and Seller acknowledge and agree, on their own behalf, with respect to Purchaser, and on behalf of the Purchaser Group that the agreements contained in (among others) Section 6.10 and this Section 10.1 require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for one year. Notwithstanding anything to the contrary above in this Section 10.1 but subject in all cases to Section 6.10, the representations and warranties set forth in Sections 3.8(d), 3.9, and 3.10, (and no other representations and warranties) and any claim based on fraud (which claims, if any, shall, for the avoidance of doubt, be subject to Section 6.10), shall survive Closing in each case for a period of one year; provided that Seller shall have no Liability for any breach of such representations or warranties if Purchaser's aggregate Liability incurred as a result of all such breaches is less than \$10,000.00 and in no event shall Seller's Liability hereunder include (i) any consequential, special, punitive, or any other damages beyond actual damages incurred by Purchaser and related directly to such breach, (ii) any speculative damages or (iii) any damages based on any multiple or other valuation method.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof) if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

Cologix Canada, Inc.
c/o Cologix, Inc.
1601 19th Street, Suite 650
Denver, Colorado 80202
Attention: General Counsel
Email: legal@cologix.com

Notices to Seller:

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Suite 900
Coral Gables, Florida 33134
Attention: Victor Semah, Chief Legal Officer
E-mail: victor.semah@cyxtera.com
legal@cyxtera.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022

Attention: Christopher Marcus, P.C.
Derek Hunter
Steve Toth

Email: christopher.marcus@kirkland.com
derek.hunter@kirkland.com
steve.toth@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the entry and terms of the Sale Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that such assignee assumes all of the assignors obligations hereunder and neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and Seller, and any attempted assignment or delegation without such prior written consent shall be null and void; provided further that either Party may assign this Agreement in connection with the transfer of all or substantially all of its assets or the Acquired Assets. Notwithstanding the foregoing, Purchaser may elect, by notice delivered at least five Business Days prior to Closing, to assign its rights under this Agreement to an Affiliate for the purpose of taking assignment of the Acquired Leased Real Property in such Affiliate's name; provided that any such assignment shall in no way relieve Purchaser of its obligations under this Agreement.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Seller or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 6.10, the Seller Parties and, for purposes of Section 10.7, the Non-Recourse Parties and (ii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a "Non-Recourse Party") will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or

for any Agreement Dispute (as defined herein), and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms have actually been disclosed in writing on or before the date hereof. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement; provided that the refusal of any such courts refuse to grant specific performance or other equitable relief shall not itself constitute a breach of this clause (a), so long as the applicable Party has otherwise complied with and not made a claim or assertion inconsistent with this Section 10.12, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Seller nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order and neither Party will oppose the granting of specific performance or other equitable relief on the basis that the other Party has an adequate remedy at Law. The remedies available to Seller pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and neither Party will claim or assert that the election by the other Party to pursue an injunction or specific performance will restrict, impair, or otherwise limit such other Party from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 10.13, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (i) for the period during which such action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement

(each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the

extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.16 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, as applicable, disclosure is otherwise required of such Party by applicable Law, such disclosure is consistent with (and discloses no substantive terms of the Agreement other than those disclosed in prior permitted releases) or disclosure is required by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or Seller (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law, Bankruptcy Court requirement, or rule to consult with the other Party with respect to the text thereof. Without limiting the foregoing, no Party, without the prior written approval of Seller and Purchaser, shall disclose the Purchase Price, the approximate amount of the Purchase Price, any other financial information from which the approximate amount of the Purchase Price may be determined, or disclose any of the other essential terms of this Agreement, except (a) as required by Law or required for financial reporting purposes and except or (b) to the extent such statements are consistent with, and disclose no substantive terms of this Agreement other than those disclosed in any previous press releases, public disclosures or public statements made jointly by the Parties (or individually), if approved by Seller and Purchaser.

10.17 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer Laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

ARTICLE XI
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any action, complaint, suit, litigation, arbitration, third-party mediation, audit, or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(b) “Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(c) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(d) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(e) “Business Employee” means each employee of Seller who is primarily engaged in the Transferred Business.

(f) “CCAA” means the *Companies’ Creditors Arrangement Act* (R.S.C., 1985, c. C-36)

(g) “CCAA Court” means the Court of King’s Bench of Alberta under Court File No. 2301-07385 with respect to the CCAA Proceeding.

(h) “CCAA Orders” means a Canadian recognition Order of the Sale Order and a Canadian vesting Order for the benefit of the Purchaser with respect to the Acquired Assets, both as granted by the CCAA Court in the CCAA Proceeding pursuant to the CCAA.

(i) “Confidentiality Agreement” means that Mutual Confidentiality and Nondisclosure Agreement, effective as of October 13, 2022, by and between Cyxtera Technologies, LLC and Cologix Canada, Inc.

(j) “Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(k) “Contract” means any written contract, indenture, note, bond, lease, license, sublease, sublicense, mortgage, agreement, guarantee, or other agreement that is legally binding upon a Person or its property (in each case, including all amendments, supplements, extensions

and other modifications and including all purchase orders, service orders, sales orders, and similar instruments).

(l) “COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

(m) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(n) “Environmental Laws” means all Laws concerning pollution, human health or safety (solely to the extent relating to exposure of any natural Person to Hazardous Materials), or protection of the environment as enacted and in effect as of the date hereof.

(o) “Estoppel Certificate” means, with respect to a Transferred Customer Contract, a document in the form attached hereto as Exhibit D.

(p) “ETA” means Part IX of the *Excise Tax Act* (Canada) (R.S.C., 1985, c. E-15).

(q) “Foreign Representative” means Cyxtera Technologies, Inc.

(r) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(s) “Governmental Authorization” means any Permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(t) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether non-U.S., federal, provincial, territorial, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court of applicable jurisdiction.

(u) “GST/HST” means the goods and services Tax and harmonized sales Tax imposed under the ETA.

(v) “Hazardous Material” means any material or substance that is defined as “hazardous” or “toxic” under Environmental Laws due to its dangerous or deleterious properties or characteristics, including petroleum products or byproducts, friable asbestos or polychlorinated biphenyls.

(w) “Knowledge of Seller”, or words of like import means the actual knowledge of Mitchell Fonseca and Victor Semah without personal Liability on the part of such individuals.

(x) “Law” means any federal, national, state, provincial, territorial, county, municipal, provincial, local, non-U.S. or multinational, statute, constitution, common law, ordinance, code, decree, Order, judgment, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body of competent jurisdiction.

(y) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller and located on any Acquired Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such Acquired Leased Real Property.

(z) “Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(aa) “Material Adverse Effect” means any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) that has a material adverse effect on the Transferred Business, the Acquired Assets, and the Assumed Liabilities, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any Effect in, arising from or relating to general business or economic conditions affecting the industry in which the Transferred Business operates or is conducted, including Effects arising from or relating to competition or ordinary course matters and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition, and other related changes resulting from such competition; (ii) Effects in, arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including COVID-19 or the worsening thereof) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment or supplies necessary to or used in the provision of services by Seller (including any resulting inability to meet customer demands or fulfill purchase orders and any resulting breaches of Contracts); (v) Effects in, arising from, or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased

cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (vi) Effects in, arising from or relating to changes in, GAAP or the interpretation thereof; (vii) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) the compliance by any Party with the terms of this Agreement, including any action taken or refrained from being taken pursuant to or in accordance with this Agreement, or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or Purchaser's plans with respect to the Transferred Business, the Acquired Assets, or the Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules; (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Seller (or any of its assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the business of Seller; (xii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business; (xiii) the Effect of any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing thereof or any breach by Purchaser of this Agreement; (xiv) the matters set forth on the Schedules; or (xv) (A) the commencement or pendency of the Bankruptcy Cases or the CCAA Proceeding; (B) any objections in the Bankruptcy Court or the CCAA Court to (1) this Agreement or any of the Transactions, (2) the Sale Order, the CCAA Order, or the reorganization or liquidation of Seller or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or the CCAA Court or any actions or omissions of Seller in compliance therewith; provided that any adverse Effects resulting or arising from the matters described in clauses (i) through (vii) may be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to the extent, that they have a materially disproportionate adverse effect on the Transferred Business in the aggregate relative to similarly situated participants in the industries and geographic areas in which the Transferred Business operates (in which case only such incremental materially disproportionate adverse effect may be taken into account in determining whether there has been a Material Adverse Effect).

(bb) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body of competent jurisdiction, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Sale Order).

(cc) “Ordinary Course” means the ordinary and usual course of operations of the Transferred Business conducted by Seller, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases and the CCAA Proceeding and past practice in light of the current pandemic, epidemic or disease outbreak (including COVID-19); provided that any action

taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak (including COVID-19) shall be deemed to be in the ordinary course of business.

(dd) “Organizational Documents” means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(ee) “Overhead and Shared Services” means the ancillary, corporate or other shared services or processes that are provided to or used in both (i) the Transferred Business and (ii) any Excluded Assets, including services and processes relating to: travel; meeting management and entertainment; labor; office supplies (including copiers and faxes); personal telecommunications (including email); computer/telecommunications maintenance and support; software application and data hosting services; energy/utilities; procurement and supply arrangements; advertising and marketing; treasury; public relations, legal and regulatory matters; risk management (including workers’ compensation); payroll; procurement cards and travel cards; telephone/data connectivity; disaster recovery; accounting; tax; internal audit; executive management; quality control and oversight; product design and engineering; human resources and employee relations management; employee benefits; billing, credit, collections and accounts payable; property management; facility management; site security; asset management; supply chain and manufacturing; global trade compliance; and customs and excise matters.

(ff) “Permits” means all licenses, permits, registrations, certifications, agreements, authorizations, Orders, certificates, qualifications, waivers, approvals, permissions, authorizations, and exemptions pending with or issued by Governmental Bodies, in each case, that is material to the Transferred Business or the Acquired Leased Real Property.

(gg) “Permitted Encumbrances” means (i) Encumbrances for utilities and Taxes not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Acquired Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Acquired Leased Real Property as it relates to the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions, Environmental Laws and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Acquired Leased Real Property, as applicable, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis pursuant to any Assigned Contracts, (vi) such other Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, (vii) any Encumbrances set forth on Schedule 11.1(gg), and (viii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

(hh) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, organization, estate, Governmental Body or other entity or group.

(ii) “Pro Rata Portion” means, in the context of Liabilities or Taxes, the fraction of a Liability or Tax attributable to the Straddle Period, the numerator of which is the number of days between the Closing Date and the last day of the Straddle Period, inclusive, and the denominator of which is the total number of days in the Straddle Period. By way of example, if a Straddle Period is coextensive with the calendar year 2023, and the Closing Date occurred on April 10, 2023, the Pro Rata Portion would be (265/365) (representing the number of days between April 10, 2023 and December 31, 2023, divided by the number of days in calendar year 2023).

(jj) “Purchaser Group” means, with respect to Purchaser, Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(kk) “PST” means the provincial sales tax imposed under the PSTA.

(ll) “PSTA” means the *Provincial Sales Tax Act* (British Columbia).

(mm) “QST” means the Quebec sales tax imposed under the QSTA.

(nn) “QSTA” means *An Act respecting the Quebec sales tax*.

(oo) “Sale Order” means an Order of the Bankruptcy Court approving the Transactions, substantially in the form attached hereto as Exhibit B, with such changes as may be reasonably acceptable to the Parties.

(pp) “Seller Parties” means Seller and its former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(qq) “Shared Contract” means any Contract to which Seller is a party and that inures to the benefit or burden of, or otherwise relates to, both (i) the Transferred Business and (ii) any other business of any Seller or any of their Subsidiaries (including any business related to the Excluded Assets).

(rr) “Shared Customer Contract” means any Contract with any customer of Seller or any of its Affiliates to which Seller or any of its Affiliates is a party, and in each case that provides for such customers to receive services from the Transferred Business as well as one or more products or services that are provided by any business or operation pertaining to the Excluded Assets.

(ss) “Straddle Period” means any taxable period that includes but does not end on the Closing Date.

(tt) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(uu) “Tax” or “Taxes” means all U.S. federal, state, local or non-U.S. taxes including any net income, gross receipts, capital stock, franchise, profits, ad valorem, value added, levies, duties, fees, imposts, import, export, withholding, social security, governmental pension, employment insurance, unemployment, disability, workers compensation, real property, personal property, business, development, occupancy, stamp, excise, occupation, PST, consumption sales, use, transfer, land transfer, conveyance, service, registration, premium, windfall or excess profits, customs, duties, licensing, surplus, alternative minimum, estimated, GST/HST, QST or other similar tax, including any interest, penalty, fines or addition thereto.

(vv) “Tax Code” means the United States Internal Revenue Code of 1986, as amended.

(ww) “Tax Return” means any return, report or similar filing (including the attached schedules) filed or required to be filed with respect to Taxes, including any information return, claim for refund, or amended return.

(xx) “Taxing Authority” means any U.S. federal, state, provincial, local or non-U.S. government, any subdivision, agency, commission or authority thereof or any quasi-governmental body exercising Tax regulatory authority.

(yy) “Transaction Agreements” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(zz) “Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

(aaa) “Transferred Business” means collectively the Transferred Montreal Business and the Transferred Vancouver Business.

(bbb) “Transferred Customer Contracts” shall mean all: (i) Contracts of Seller with customers for the provision by Seller of services solely in the Transferred Business (and not, for the avoidance of doubt, services at any location other than the Acquired Leased Real Property); and (ii) the portion of any Shared Customer Contract that provides for the delivery of services in the Transferred Business, it being understood that in no event shall those portions of any Shared Customer Contract providing for the delivery of goods and services at any location other than the Acquired Leased Real Property be considered a Transferred Customer Contract.

(ccc) “Transferred Montreal Business” means the business operations of Seller at the Cyxtera Montreal Data Center located at 3000 Renee Levesque, Montreal, Quebec.

(ddd) “Transferred Vancouver Business” means the business operations of Seller at the Cyxtera Vancouver Data Center located at 555 West Hastings Avenue, Suite 1480 and Suite 2460, Vancouver, British Columbia.

(eee) “Willful Breach” shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act.

11.2 Index of Defined Terms.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any document or item will be deemed “delivered,” “provided” or “made available” by Seller, within the meaning of this Agreement if such document or item is (i) delivered or provided to Purchaser or any of Purchaser’s Advisors, including by electronic means, or (ii) made available upon request, including at Seller’s offices.

(j) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(k) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(l) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.


(m) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

COLOGIX CANADA, INC.

By: 
Name: Scott Schneider
Title: Treasurer

SELLER

**CYXTERA COMMUNICATIONS CANADA,
ULC**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

COLOGIX CANADA, INC.

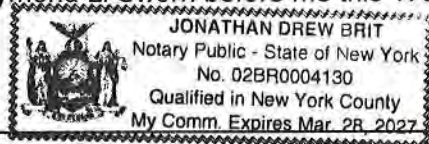
By: _____
Name: _____
Title: _____

SELLER:

**CYXTERA COMMUNICATIONS CANADA
ULC**

By:  _____
Name: Eric Koza
Title: Chief Restructuring Officer

This is **Exhibit "G"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

Draft Schedule of Assumed Executory Contracts and Unexpired Leases

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	1105 MEDIA, INC	Agreement - Non Master - Execution Date - 01/25/2005	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Agreement - Non Master - Execution Date - 09/01/2017	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Amendment - Execution Date - 04/23/2010	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Amendment - Execution Date - 08/25/2009	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Amendment - Execution Date - 11/12/2010	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Amendment - Execution Date - 11/23/2016	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Amendment - Execution Date - 12/08/2011	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Amendment - Execution Date - 12/16/2013	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Order - Execution Date - 04/15/2010	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Order - Execution Date - 11/18/2016	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Service Order No. 777007 - Execution Date - 11/18/2016	0	Yes
Cytera Communications, LLC	1105 MEDIA, INC	Service Order No. 801947 - Execution Date - 02/03/2017	0	Yes
Cytera Communications Canada, ULC	12837056 Canada Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	12837056 Canada Inc.	Service Order - Effective Date - 03/17/2021	0	Yes
Cytera Comm. Canada, Inc.	12837056 Canada Inc.	Service Order - Effective Date - 06/22/2021	0	Yes
Cytera Comm. Canada, Inc.	12837056 Canada Inc.	Service Order - Effective Date - 11/19/2021	0	Yes
Cytera Communications, LLC	1550 Space Park Partners, LLC	1550 Space Park Drive, Santa Clara - Data Center Lease	707,665	No
Cytera DC Holdings, Inc	1550 Space Park Partners, LLC	Lease guarantee for 1550 Space Park Drive, Santa Clara - Data	0	Yes
Cytera Communications, LLC	1919 Park Avenue Associates, LLC	1919 Park Avenue, Weehawken - Lease	531,639	Yes
Cytera Data Centers, Inc	1919 Park Avenue Associates, LLC	Lease guarantee for 1919 Park Avenue, Weehawken - Lease	0	Yes
Cytera Communications, LLC	1st Century Bank	CenturyLink Service Level Attachment - Colocation Services St	0	Yes
Cytera Communications, LLC	1st Century Bank	Order - Execution Date - 04/19/2016	0	Yes
Cytera Communications, LLC	1st Century Bank	Order - Execution Date - 06/23/2016	0	Yes
Cytera Communications, LLC	1st Century Bank	Order - Execution Date - 08/22/2016	0	Yes
Cytera Communications, LLC	1st Century Bank	Savvis Master Services Agreement - Execution Date - 10/22/20	0	Yes
Cytera Communications, LLC	1st Century Bank	Savvis Service Schedule - Execution Date - 10/22/2009	0	Yes
Cytera Communications, LLC	1st Century Bank	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	1st Century Bank	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	1st Century Bank	Service Level Agreement	0	Yes
Cytera Communications, LLC	1st Century Bank	Service Order No. 304119 - Execution Date - 04/21/2014	0	Yes
Cytera Communications, LLC	1st Century Bank	Service Order No. 409820 - Execution Date - 12/09/2014	0	Yes
Cytera Communications, LLC	1st Century Bank	Service Order No. 749081 - Execution Date - 08/23/2016	0	Yes
Cytera Communications, LLC	1WorldSync, Inc	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	1WorldSync, Inc	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	1WorldSync, Inc	Service Order - Execution Date - 03/09/2023	0	Yes
Cytera Communications, LLC	1WorldSync, Inc	Service Order - Execution Date - 03/09/2023	0	Yes
Cytera Communications, LLC	1WorldSync, Inc	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	1WorldSync, Inc	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	LOA - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	LOA - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 06/23/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 07/16/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 08/06/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 08/31/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 11/23/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 11/23/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Effective Date - 12/04/2020	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order - Execution Date - 11/27/2017	0	Yes
Cytera Communications, LLC	1WorldSync, Inc.	Service Order No. 821986 - Execution Date - 01/16/2018	0	Yes
Cytera Communications Canada, ULC	2138617 ONT INC.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	2138617 ONT INC.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	21st Century Oncology	Addendum - Execution Date - 10/03/2008	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 03/10/2008	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 05/06/2015	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 06/25/2015	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 07/02/2015	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 08/02/2017	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 09/23/2014	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 09/23/2014	0	Yes
Cytera Communications, LLC	21st Century Oncology	Agreement - Non Master - Execution Date - 10/03/2008	0	Yes
Cytera Communications, LLC	21st Century Oncology	Amendment - Execution Date - 03/07/2018	0	Yes
Cytera Communications, LLC	21st Century Oncology	Amendment - Execution Date - 03/31/2017	0	Yes
Cytera Communications, LLC	21st Century Oncology	Amendment - Execution Date - 04/25/2016	0	Yes
Cytera Communications, LLC	21st Century Oncology	Amendment - Execution Date - 05/04/2009	0	Yes
Cytera Communications, LLC	21st Century Oncology	Amendment - Execution Date - 08/18/2008	0	Yes
Cytera Communications, LLC	21st Century Oncology	Amendment - Execution Date - 11/12/2008	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	21st Century Oncology	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	21st Century Oncology	Mutual Confidentiality Agreement - Execution Date - 05/27/20	0	Yes
Cytera Communications, LLC	21st Century Oncology	Order - Execution Date - 05/18/2009	0	Yes
Cytera Communications, LLC	21st Century Oncology	Order - Execution Date - 05/27/2015	0	Yes
Cytera Communications, LLC	21st Century Oncology	Order - Execution Date - 10/03/2008	0	Yes
Cytera Communications, LLC	21st Century Oncology	Order - Execution Date - 10/29/2014	0	Yes
Cytera Communications, LLC	21st Century Oncology	Order for CenturyLink ISDN -PRI Services	0	Yes
Cytera Communications, LLC	21st Century Oncology	Service Agreement - S638264	0	Yes
Cytera Communications, LLC	21st Century Oncology	Statement of Work - Execution Date - 08/07/2015	0	Yes
Cytera Communications Canada, ULC	2338764 Ontario Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	2338764 Ontario Inc.	Service Order - Effective Date - 01/06/2022	0	Yes
Cytera Comm. Canada, Inc.	2591046 Ontario Corp. (o/a Future Fertility)	Letter of Disconnect - Execution Date - 03/16/2023	0	Yes
Cytera Communications Canada, ULC	2591046 Ontario Corp. (o/a Future Fertility)	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	2591046 Ontario Corp. (o/a Future Fertility)	Service Order - Effective Date - 01/18/2022	0	Yes
Cytera Comm. Canada, Inc.	2591046 Ontario Corp. (o/a Future Fertility)	Service Order - Execution Date - 01/17/2023	0	Yes
Cytera Comm. Canada, Inc.	2591046 Ontario Corp. (o/a Future Fertility)	Service Order - Execution Date - 03/16/2023	0	Yes
Cytera Communications, LLC	3 Day Blinds, Inc	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	3 Day Blinds, Inc	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	3 Day Blinds, Inc	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	3000AD, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	3000AD, Inc.	Service Order - Effective Date - 05/18/2022	0	Yes
Cytera Communications, LLC	3000AD, Inc.	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Communications, LLC	37 Building Products, Ltd.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	37 Building Products, Ltd.	Service Order - Effective Date - 03/11/2019	0	Yes
Cytera Communications, LLC	37 Building Products, Ltd.	Service Order - Effective Date - 04/30/2019	0	Yes
Cytera Communications, LLC	3KeyLogic	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	3KeyLogic	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Communications, LLC	3KeyLogic	Savvis Master Services Agreement - Execution Date - 04/26/2	0	Yes
Cytera Communications, LLC	3KeyLogic	Savvis Service Schedule	0	Yes
Cytera Communications, LLC	3KeyLogic	Savvis Service Schedule - Execution Date - 04/26/2012	0	Yes
Cytera Communications, LLC	3KeyLogic	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	3KeyLogic	Service Agreement - S638246	0	Yes
Cytera Communications, LLC	3KeyLogic	Service Level Agreement	0	Yes
Cytera Communications, LLC	4650 Santa Clara Technology Partners, LLC	4650 Old Ironsides Drive, Santa Clara - Lease	470,211	Yes
Cytera Data Centers, Inc	4650 Santa Clara Technology Partners, LLC	Lease guarantee for 4650 Old Ironsides Drive, Santa Clara - Le	0	Yes
Cytera Communications, LLC	4700 Santa Clara Technology Partners, LLC	4700 Old Ironsides Drive, Santa Clara - Lease	247,262	Yes
Cytera Data Centers, Inc	4700 Santa Clara Technology Partners, LLC	Lease guarantee for 4700 Old Ironsides Drive, Santa Clara - Le	0	Yes
Cytera Communications, LLC	4Medica	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	4Medica Inc	Service Order - Effective Date - 05/29/2019	0	Yes
Cytera Communications, LLC	4Medica Inc	Service Order - Effective Date - 09/19/2019	0	Yes
Cytera Communications, LLC	4Medica Inc	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Communications, LLC	4Medica Inc	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Communications, LLC	4PatientCare	Amendment - Execution Date - 03/13/2013	0	Yes
Cytera Communications, LLC	4PatientCare	Amendment - Execution Date - 03/13/2013	0	Yes
Cytera Communications, LLC	4patientcare	Amendment - Execution Date - 07/21/2009	0	Yes
Cytera Communications, LLC	4PatientCare	Amendment - Execution Date - 08/04/2008	0	Yes
Cytera Communications, LLC	4PatientCare	Amendment - Execution Date - 11/15/2010	0	Yes
Cytera Communications, LLC	4PatientCare	Amendment No. 4 to Qwest Total Advantage Agreement - EZ	0	Yes
Cytera Communications, LLC	4PATIENTCARE	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	4PatientCare	Dedicated Hosting Services Order Form - Execution Date - 04/	0	Yes
Cytera Communications, LLC	4PatientCare	Dedicated Hosting Services Order Form - Execution Date - 06/	0	Yes
Cytera Communications, LLC	4PatientCare	Qwest Total Advantage Agreement - DM Monthly Assessmen	0	Yes
Cytera Communications, LLC	4PatientCare	Service Agreement - S634086	0	Yes
Cytera Communications, LLC	4PatientCare	Service Order - Effective Date - 03/08/2021	0	Yes
Cytera Communications, LLC	4PatientCare	Service Order - Effective Date - 12/30/2021	0	Yes
Cytera Communications, LLC	4PatientCare	Service Order No. 241227 - Execution Date - 03/13/2013	0	Yes
Cytera Communications Canada, ULC	7837097 Canada Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	8x8, Inc.	Agreement - Non Master - Execution Date - 07/28/2009	0	Yes
Cytera Communications, LLC	8X8, Inc.	Amendment - Execution Date - 05/20/2009	0	Yes
Cytera Communications, LLC	8x8, Inc.	Amendment - Execution Date - 06/18/2010	0	Yes
Cytera Communications, LLC	8x8, Inc.	Amendment No. 1 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	8x8, Inc.	Order - Execution Date - 06/14/2017	0	Yes
Cytera Communications, LLC	8x8, Inc.	Order - Execution Date - 06/24/2008	0	Yes
Cytera Communications, LLC	8x8, Inc.	Order - Execution Date - 09/24/2008	0	Yes
Cytera Communications, LLC	8x8, Inc.	Qwest Total Advantage Agreement - Option Z Annual Assessr	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - CUS0018400	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - CUS0018400	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - CUS0018400	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - CUS0018400	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - Effective Date - 07/07/2021	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - Effective Date - 07/29/2021	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - Effective Date - 10/31/2019	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - Effective Date - 10/31/2019	0	Yes
Cytera Communications, LLC	8x8, Inc.	Service Order - Execution Date - 02/22/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	ACO Polymer Products, Inc.	Order - Execution Date - 02/03/2016	0	Yes
Cytera Communications, LLC	Aco Polymer Products, Inc.	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	Aco Polymer Products, Inc.	Service Order - Execution Date - 11/15/2022	0	Yes
Cytera Communications, LLC	Acoustic, L.P.	Letter of Disconnect - Execution Date - 12/09/2022	0	Yes
Cytera Communications, LLC	Acoustic, L.P.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Acoustic, L.P.	Service Order - Effective Date - 04/28/2021	0	Yes
Cytera Communications, LLC	Acoustic, L.P.	Service Order - Effective Date - 12/01/2021	0	Yes
Cytera Communications, LLC	Acoustic, L.P.	Service Order - Execution Date - 12/09/2022	0	Yes
Cytera Communications, LLC	ACPF Nova Data Center, LLC	22810 & 22860 International Drive, Sterling - Deed of Lease	273,325	Yes
Cytera Communications, LLC	ACQUIRE MEDIA CORP	Service Agreement - S637956	0	Yes
Cytera Communications, LLC	Acquire Media Ventures Inc.	Service Agreement - S629996	0	Yes
Cytera Communications, LLC	Acquire Media Ventures Inc.	Service Order - Execution Date - 03/30/2011	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	LOA - Effective Date - 10/22/2018	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	LOA - Effective Date - 10/22/2018	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	LOA - Effective Date - 10/22/2018	0	Yes
Cytera Communications Canada, ULC	Acronym Solutions Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Acronym Solutions Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	Service Order - CUS0005494	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	Service Order - Effective Date - 08/21/2018	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	Service Order - Effective Date - 10/22/2018	0	Yes
Cytera Comm. Canada, Inc.	Acronym Solutions Inc.	Service Order - Effective Date - 10/22/2018	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - CUS0060232	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - CUS0060233	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 06/21/2019	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 09/04/2019	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 09/04/2019	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 09/12/2018	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 09/18/2018	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 10/01/2021	0	Yes
Cytera Communications, LLC	Actimize Inc.	Service Order - Effective Date - 10/01/2021	0	Yes
Cytera Communications, LLC	Actsoft	Amendment - Execution Date - 03/12/2010	0	Yes
Cytera Communications, LLC	Actsoft	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	ACTSOFT	LOA - Effective Date - 04/13/2020	0	Yes
Cytera Communications, LLC	ACTSOFT	LOA - Effective Date - 04/13/2020	0	Yes
Cytera Communications, LLC	Actsoft	Order - Execution Date - 05/16/2013	0	Yes
Cytera Communications, LLC	Actsoft	Order - Execution Date - 05/17/2013	0	Yes
Cytera Communications, LLC	ACTSOFT	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	ACTSOFT	Service Order - Effective Date - 04/13/2020	0	Yes
Cytera Communications, LLC	ACTSOFT	Service Order - Effective Date - 04/13/2020	0	Yes
Cytera Communications, LLC	ACTSOFT	Service Order - Execution Date - 08/22/2022	0	Yes
Cytera Communications, LLC	ACTSOFT	Service Order - Execution Date - 08/22/2022	0	Yes
Cytera Technologies, LLC	Actus Logistics LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Actus Logistics LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Addendum - Execution Date - 10/14/2008	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Master Services Agreement - Execution Date - 10/14/2008	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Master Services Agreement - Execution Date - 10/14/2008	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Order - Execution Date - 03/21/2019	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Order - Execution Date - 04/18/2019	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Order Form - Execution Date - 01/27/2010	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Order Form - Execution Date - 01/27/2010	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Savvis Master Services Agreement - Execution Date - 10/14/20	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Order - Effective Date - 02/08/2019	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Order - Effective Date - 03/13/2019	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Order - Effective Date - 08/09/2019	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Order No. 289594 - Execution Date - 11/20/2013	0	Yes
Cytera Communications, LLC	AcXess, Inc.	Service Order No. 795792 - Execution Date - 02/15/2017	0	Yes
Cytera Communications, LLC	Adacen LLC	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	Adacen LLC	Service Order - Effective Date - 08/26/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Letter of Disconnect - Execution Date - 01/23/2023	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - EWR1-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Agreement - YYZ1-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Adaptiv Networks	Service Order - CUS0018649	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - CUS0028613	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/11/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/11/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/22/2022	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/22/2022	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/22/2022	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/25/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/25/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 01/25/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 05/05/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 05/28/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 05/28/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 06/29/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 07/02/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 07/20/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 07/29/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 07/29/2021	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 09/23/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 09/28/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 10/16/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/02/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/11/2019	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/11/2019	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/11/2019	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/11/2019	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/11/2019	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/11/2019	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/19/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Execution Date - 01/23/2023	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Execution Date - 08/26/2022	0	Yes
Cytera Communications, LLC	Adaptiv Networks	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Communications, LLC	Adaptive Computing Enterprise, Inc.	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - CUS0014574	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - CUS0014574	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - CUS0043068	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - CUS0043068	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - Effective Date - 06/27/2019	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - Effective Date - 12/05/2018	0	Yes
Cytera Communications, LLC	Adaptive Planning	Service Order - Effective Date - 12/05/2018	0	Yes
Cytera Communications, LLC	Adelman Travel	Order - Execution Date - 02/29/2016	0	Yes
Cytera Communications, LLC	Adelman Travel	Order - Execution Date - 02/29/2016	0	Yes
Cytera Communications, LLC	Adelman Travel	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Adelman Travel	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Adelman Travel Systems, Inc	Service Order - Effective Date - 06/15/2021	0	Yes
Cytera Communications, LLC	Adelman Travel Systems, Inc	Service Order - Effective Date - 06/15/2021	0	Yes
Cytera Communications, LLC	Adicio, Inc.	Service Order - Effective Date - 03/28/2019	0	Yes
Cytera Communications, LLC	Adicio, Inc.	Service Order No. 828091 - Execution Date - 03/16/2018	0	Yes
Cytera Communications, LLC	Adicio, Inc.	Service Order No. 829741 - Execution Date - 03/29/2018	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - CUS0040847	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - CUS0040847	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - Effective Date - 03/12/2021	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - Effective Date - 08/11/2022	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - Effective Date - 08/11/2022	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - Effective Date - 10/01/2020	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - Effective Date - 10/01/2020	0	Yes
Cytera Communications, LLC	ADIM Technologies	Service Order - Effective Date - 10/01/2020	0	Yes
Cytera Communications, LLC	AdMob Google Inc.	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Adobe Systems Inc. - DMA	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Adobe Systems Incorporated (EF)	Service Agreement - S629468	0	Yes
Cytera Communications, LLC	Adobe Systems, Inc.	LOA - Effective Date - 09/17/2018	0	Yes
Cytera Communications, LLC	Adobe Systems, Inc.	LOA - Effective Date - 09/17/2018	0	Yes
Cytera Communications, LLC	Adobe Systems, Inc.	Order - Execution Date - 03/22/2018	0	Yes
Cytera Communications, LLC	Adobe Systems, Inc.	Order - Execution Date - 06/30/2017	0	Yes
Cytera Communications, LLC	Adobe Systems, Inc.	Order - Execution Date - 07/21/2017	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Air Medical Group Holdings, Inc.	Service Order No. 842757 - Execution Date - 05/17/2019	0	Yes
Cyxtera Technologies, Inc	Air Systems Service and Construction	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Air Systems Service and Construction	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Communications, LLC	AIRBIQUITY INC	Service Agreement - IAD2-A	0	Yes
Cyxtera Communications, LLC	AIRBIQUITY INC	Service Agreement - SEA2-A	0	Yes
Cyxtera Communications, LLC	Airwatch, LLC	Order - Execution Date - 02/06/2018	0	Yes
Cyxtera Communications, LLC	Airwatch, LLC	Service Order No. 822322 - Execution Date - 12/05/2017	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Master Services Agreement - Effective Date - 09/12/2016	0	Yes
Cyxtera Communications Canada, ULC	Aislelabs	Service Agreement - YYZ2-A	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Level Agreement	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - CUS0006794	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 01/02/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 02/15/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 06/14/2021	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 06/24/2021	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 06/28/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 07/29/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 07/29/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 10/29/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Effective Date - 10/29/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order - Execution Date - 05/10/2023	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order No. 749831 - Execution Date - 09/13/2016	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order No. 770210 - Execution Date - 10/17/2016	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Order No. 785129 - Execution Date - 11/16/2016	0	Yes
Cyxtera Comm. Canada, Inc.	Aislelabs	Service Schedule - Effective Date - 09/12/2016	0	Yes
Cyxtera Data Centers, Inc	AJ Networkx Limited	First Amendment to the Procurement Standard Terms and Co	0	Yes
Cyxtera Technologies, LLC	AJ Networkx Limited	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Data Centers, Inc	AJ Networkx Limited	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Communications, LLC	Akamai	Order - Execution Date - 03/29/2013	0	Yes
Cyxtera Communications, LLC	Akamai	Order - Execution Date - 04/05/2013	0	Yes
Cyxtera Communications, LLC	Akamai	Order - Execution Date - 10/14/2013	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - IAD3-A	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - LAX1-A	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - LAX2-A	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - ORD1-A	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - SFO1-A	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - SFO1-B	0	Yes
Cyxtera Communications, LLC	Akamai	Service Agreement - SFO1-C	0	Yes
Cyxtera Communications, LLC	Akamai	Service Order No. 247401 - Execution Date - 12/17/2012	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0004809	0	Yes
Cyxtera Communications, LLC	AKAMAI TECHNOLOGIES INC.	Service Order - CUS0010462	0	Yes
Cyxtera Communications, LLC	AKAMAI TECHNOLOGIES INC.	Service Order - CUS0013680	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0016928	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0017907	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0017907	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0017907	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0017907	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0019893	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0022987	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0045675	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0045676	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0045677	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0045680	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0045680	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0057378	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0057378	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - CUS0059883	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/01/2021	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/20/2021	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/20/2021	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/21/2021	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/21/2022	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/27/2020	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/28/2019	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/28/2019	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/30/2020	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/31/2022	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 01/31/2022	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 02/02/2021	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 02/02/2022	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 02/04/2022	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 02/07/2020	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 02/11/2020	0	Yes
Cyxtera Communications, LLC	Akamai Technologies Inc.	Service Order - Effective Date - 02/20/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Allot Ltd.	Service Order - Effective Date - 11/20/2020	0	Yes
Cytera Communications, LLC	Allot Ltd.	Service Order - Execution Date - 10/10/2022	0	Yes
Cytera Communications, LLC	AllSec Technologies Limited	Service Order - Effective Date - 12/22/2020	0	Yes
Cytera Communications, LLC	ALLSECTECH INC.	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Allsup, Inc.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Allsup, Inc.	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	ALLSUP, INC.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Allsup, Inc.	Service Order No. 433414 - Execution Date - 04/21/2015	0	Yes
Cytera Communications, LLC	Alltek Holdings, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Alltek Holdings, Inc.	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	Alltek Holdings, Inc.	Service Order - Effective Date - 05/11/2022	0	Yes
Cytera Technologies, LLC	Almaty Security & Locksmiths	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications Canada, ULC	Almaty Security & Locksmiths	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Alog 02 Soluções de Tecnologia em Informátic	Agreement for Rendering of Services, Leasing and Assignmen	0	Yes
Cytera Communications, LLC	Alog Soluções de Tecnologia em Informática S	Amendment to Agreement for Rendering of Services, Leasing	0	Yes
Cytera Communications, LLC	ALPHA NATURAL RESOURCES	Service Agreement - S638185	0	Yes
Cytera Communications, LLC	ALPINE LUMBER COMPANY	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Agreement - Non Master - Execution Date - 04/19/2013	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 04/04/2016	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/03/2016	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/06/2016	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/09/2018	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/13/2016	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/21/2013	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/22/2018	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 05/29/2013	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment - Execution Date - 08/21/2013	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Amendment No. 5 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Alpine Lumber, Co.	Service Order No. 641826 - Execution Date - 03/31/2016	0	Yes
Cytera Comm. Canada, Inc.	ALS Canada Ltd.	LOA - Effective Date - 02/03/2021	0	Yes
Cytera Communications Canada, ULC	ALS Canada Ltd.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	ALS Canada Ltd.	Service Order - Effective Date - 02/03/2021	0	Yes
Cytera Comm. Canada, Inc.	ALS Canada Ltd.	Service Order - Effective Date - 06/11/2020	0	Yes
Cytera Comm. Canada, Inc.	ALS Canada Ltd.	Service Order - Execution Date - 08/28/2012	0	Yes
Cytera Comm. Canada, Inc.	ALS Canada, Ltd.	Order - Execution Date - 06/05/2018	0	Yes
Cytera Comm. Canada, Inc.	ALS Canada, Ltd.	Order - Execution Date - 06/14/2018	0	Yes
Cytera Communications, LLC	ALSCO INC	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	AlSCO, Inc.	Order - Execution Date - 05/04/2017	0	Yes
Cytera Communications, LLC	ALSCO, Inc.	Service Order No. 815036 - Execution Date - 08/03/2017	0	Yes
Cytera Technologies, Inc	Alteryx, Inc.	Order Form # Q-00075757	0	Yes
Cytera Technologies, LLC	Alteryx, Inc.	Order Form # Q-231138	0	Yes
Cytera Technologies, LLC	Alteryx, Inc.	Order Form # Q-333456	0	Yes
Cytera Technologies, Inc	Alteryx, Inc.	Software & Data License Agreement	0	Yes
Cytera Netherlands B.V	Altibox Carrier AS	Service Order - Execution Date - 05/08/2023	0	Yes
Cytera Netherlands B.V	Altibox Fiber Assets AS	Service Order - CUS0051932	0	Yes
Cytera Netherlands B.V	Altibox Fiber Assets AS	Service Order - CUS0051932	0	Yes
Cytera Netherlands B.V	Altibox Fiber Assets AS	Service Order - Effective Date - 03/31/2021	0	Yes
Cytera Netherlands B.V	Altibox Fiber Assets AS	Service Order - Effective Date - 03/31/2021	0	Yes
Cytera Netherlands B.V	Altibox Fiber Assets AS	Service Order - Effective Date - 05/06/2021	0	Yes
Cytera Technologies, Inc	Altman Solon US, LP	Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, Inc	Altman Solon US, LP	Proposal Letter	0	Yes
Cytera Management Inc	ALVAREZ & MARSAL	Engagement Letter	0	No
Cytera Management Inc	Alyce, Inc.	Gift Deposit Form	0	Yes
Cytera Technologies, LLC	Alyce, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	Alyce, Inc.	Order Form	0	Yes
Cytera Management Inc	Alyce, Inc.	Order Form	0	Yes
Cytera Management Inc	Alyce, Inc.	Subscription Agreement	0	Yes
Cytera Management Inc	Alyce, Inc.	Subscription Agreement	0	Yes
Cytera Communications, LLC	Amadeus Hospitality Americas, Inc.	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	Amadeus Hospitality Americas, Inc.	Service Order - Effective Date - 04/16/2019	0	Yes
Cytera Communications, LLC	Amadeus Hospitality Americas, Inc.	Service Order - Effective Date - 11/20/2018	0	Yes
Cytera Communications, LLC	Amadeus Hospitality Americas, Inc.	Service Order - Effective Date - 12/12/2018	0	Yes
Cytera Communications, LLC	Amadeus Hospitality Americas, Inc.	Service Order - Execution Date - 01/18/2023	0	Yes
Cytera Communications, LLC	Amadeus Hospitality Americas, Inc.	Service Order - Execution Date - 11/23/2022	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Addendum - Execution Date - 03/16/2015	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Addendum - Execution Date - 04/04/2017	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Amendment - Execution Date - 01/01/2009	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Amendment - Execution Date - 01/01/2010	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Amendment - Execution Date - 01/20/2017	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Amendment - Execution Date - 01/31/2011	0	Yes
Cytera Communications, LLC	Amazon Corporate, LLC	Amendment - Execution Date - 02/06/2014	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - CUS0066540	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - Effective Date - 02/06/2020	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - Effective Date - 08/03/2018	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - Effective Date - 09/21/2021	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - Effective Date - 10/17/2018	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - Effective Date - 10/27/2021	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order - Effective Date - 10/31/2018	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order No. 300436 - Execution Date - 03/03/2014	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order No. 532783 - Execution Date - 08/31/2015	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order No. 613187 - Execution Date - 12/22/2015	0	Yes
Cytera Communications, LLC	Applied Research Associates, Inc.	Service Order No. 735248 - Execution Date - 09/27/2016	0	Yes
Cytera Communications, LLC	APPLIED UNDERWRITERS	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Applied Underwriters, Inc.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Applied Underwriters, Inc.	CenturyLink Total Advantage Agreement - Option Z Monthly /	0	Yes
Cytera Communications, LLC	Applied Underwriters, Inc.	Order - Execution Date - 06/15/2013	0	Yes
Cytera Communications, LLC	AppScale Systems Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	AppScale Systems Inc.	Service Order - Effective Date - 05/03/2022	0	Yes
Cytera Communications, LLC	AppScale Systems Inc.	Service Order - Effective Date - 05/31/2022	0	Yes
Cytera Communications, LLC	aPriori Technologies, Inc.	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	aPriori Technologies, Inc.	Service Order - Effective Date - 06/16/2021	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	LOA - Effective Date - 11/21/2018	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - CUS0006231	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - CUS0006231	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - CUS0007990	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - CUS0016709	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 01/07/2019	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 01/28/2019	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 02/10/2022	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 05/12/2020	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 09/09/2019	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 09/30/2019	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 11/21/2018	0	Yes
Cytera Communications, LLC	AptarGroup Inc.	Service Order - Effective Date - 11/21/2018	0	Yes
Cytera Communications, LLC	AptarGroup, Inc.	Order - Execution Date - 06/13/2018	0	Yes
Cytera Communications, LLC	AptarGroup, Inc.	Service Order No. 818536 - Execution Date - 09/19/2017	0	Yes
Cytera Communications, LLC	APW Knochseeman Warehouse, Inc.	Addendum - Execution Date - 05/11/2018	0	Yes
Cytera Communications, LLC	APW Knochseeman Warehouse, Inc.	Master Services Agreement - Execution Date - 05/11/2018	0	Yes
Cytera Communications, LLC	APW Knochseeman Warehouse, Inc.	Order - Execution Date - 05/10/2018	0	Yes
Cytera Communications, LLC	APW KNOXSEEMAN WAREHOUSE, INC.	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	APW Knochseeman Warehouse, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	APW KNOXSEEMAN WAREHOUSE, INC.	Service Order - CUS0021143	0	Yes
Cytera Communications, LLC	APW KNOXSEEMAN WAREHOUSE, INC.	Service Order - Effective Date - 02/13/2020	0	Yes
Cytera Communications, LLC	APW Knochseeman Warehouse, Inc.	Service Order - Execution Date - 01/06/2023	0	Yes
Cytera Technologies, Inc	Aquaid Bucks	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Comm. Canada, Inc.	Arbor Memorial Services Inc.	SAVVIS SLA Attachment-Colocation/Bandwidth Connection	0	Yes
Cytera Communications Canada, ULC	Arbor Memorial Services Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Arbor Memorial Services Inc.	Service Order - CUS0017590	0	Yes
Cytera Comm. Canada, Inc.	Arbor Memorial Services Inc.	Service Order - Effective Date - 10/04/2019	0	Yes
Cytera Comm. Canada, Inc.	Arbor Memorial Services, Inc.	Service Order No. 810175 - Execution Date - 08/23/2017	0	Yes
Cytera Communications, LLC	Arcad IT Analysis	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Arcad IT Analysis	Service Order - Execution Date - 11/30/2022	0	Yes
Cytera Communications, LLC	Archaea Holdings, LLC	Non-Disclosure Agreement	0	Yes
Cytera Communications, LLC	Archaea Holdings, LLC	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Archaea Holdings, LLC	Service Order - Effective Date - 08/10/2021	0	Yes
Cytera Technologies, LLC	ArchAir Limited	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Comm. Canada, Inc.	Architekton Internet Services (DBA Agathon G	Saavis Service Schedule - Execution Date - 03/19/2014	0	Yes
Cytera Comm. Canada, Inc.	Architekton Internet Services (DBA Agathon G	Savvis Master Services Agreement - Execution Date - 03/19/20	0	Yes
Cytera Communications Canada, ULC	Architekton Internet Services (DBA Agathon G	Service Agreement - S629875	0	Yes
Cytera Comm. Canada, Inc.	Architekton Internet Services (DBA Agathon G	Service Order No. 296992 - Execution Date - 03/19/2014	0	Yes
Cytera Communications, LLC	Archive Systems	Addendum - Execution Date - 02/06/2013	0	Yes
Cytera Communications, LLC	Archive Systems	Letter of Disconnect - Execution Date - 05/01/2023	0	Yes
Cytera Communications, LLC	Archive Systems	Savvis Master Services Agreement - Execution Date - 02/06/20	0	Yes
Cytera Communications, LLC	Archive Systems	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Archive Systems	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Archive Systems	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	Archive Systems	Savvis SLA Attachment - Colocation - Execution Date - 02/21/	0	Yes
Cytera Communications, LLC	Archive Systems	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Archive Systems	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Archive Systems	Service Level Agreement	0	Yes
Cytera Communications, LLC	Archive Systems	Service Level Agreement	0	Yes
Cytera Communications, LLC	Archive Systems	Service Order - Execution Date - 03/15/2023	0	Yes
Cytera Communications, LLC	Archive Systems	Service Order - Execution Date - 05/01/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Technologies, LLC	Armada Waste OH, LLC dba Capitol Waste & R	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Armada Waste OH, LLC dba Capitol Waste & R	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Federal Group, Inc	Armstrong Teasdale LLP	Letter re: Industrial Security Representation	0	Yes
Cyxtera Management Inc	Armstrong Teasdale LLP	Letter re: Industrial Security Representation	0	Yes
Cyxtera Communications, LLC	Arnet Technologies, Inc.	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cyxtera Communications, LLC	Arnet Technologies, Inc.	Mutual Confidentiality Agreement - Execution Date - 09/23/20	0	Yes
Cyxtera Communications, LLC	Arnet Technologies, Inc.	Service Agreement - S631174	0	Yes
Cyxtera Communications, LLC	Arnet Technologies, Inc.	Service Order No. 550200 - Execution Date - 08/26/2015	0	Yes
Cyxtera Technologies, LLC	Arrow Electronics, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Arrow Electronics, Inc.	Supplier Agreement for NVIDIA DGX A100	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Amendment - Execution Date - 03/08/2017	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Amendment No. 1 to CenturyLink Interstate Private Line and	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICA	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Authorization to Change Preferred Telecommunications Long	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	CenturyLink Interstate Private Line and Advanced Network Se	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NE	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	CENTURYLINK MASTER SERVICE AGREEMENT - Execution Dat	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AGREEMENT - S	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Order - Execution Date - 07/09/2019	0	Yes
Cyxtera Communications, LLC	ARTESIA GENERAL HOSPITAL	Service Agreement - ABQ1-A	0	Yes
Cyxtera Communications, LLC	ARTESIA GENERAL HOSPITAL	Service Agreement - ABQ1-B	0	Yes
Cyxtera Communications, LLC	Artesia General Hospital	Service Order No. 420519 - Execution Date - 06/01/2015	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	LOA - Effective Date - 02/05/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	LOA - Effective Date - 02/05/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	LOA - Effective Date - 07/26/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	LOA - Effective Date - 08/14/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	LOA - Effective Date - 10/24/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	SAVVIS SLA Attachment-Colocation	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Agreement - ORD2-A	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 01/20/2021	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 01/27/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 02/05/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 02/27/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 02/28/2022	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 06/12/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 06/14/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 06/28/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 07/14/2021	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 07/26/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 08/09/2022	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 08/14/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 08/26/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 09/10/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 09/26/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 10/09/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 10/23/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 10/24/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 11/08/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 11/08/2019	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 11/19/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Effective Date - 11/19/2020	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Execution Date - 01/31/2023	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Execution Date - 03/10/2023	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Execution Date - 03/16/2023	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Execution Date - 06/22/2012	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Execution Date - 12/09/2022	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order - Execution Date - 12/21/2011	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Order - Execution Date - 02/12/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Order - Execution Date - 06/28/2017	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order No. 818275 - Execution Date - 10/12/2017	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order No. 816371 - Execution Date - 08/23/2017	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order No. 821479 - Execution Date - 11/03/2017	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order No. 823518 - Execution Date - 12/13/2017	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order No. 828742 - Execution Date - 03/29/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher & Co.	Service Order No. 828849 - Execution Date - 03/23/2018	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher (UK), Ltd.	First Amendment to Master Services Agreement - Execution	0	Yes
Cyxtera Communications, LLC	Arthur J. Gallagher (UK), Ltd.	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	ASCO Power Services, Inc.	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Communications Canada, ULC	Asigra Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	Asigra Inc.	Service Order - Execution Date - 03/23/2023	0	Yes
Cyxtera Comm. Canada, Inc.	Asigra Inc.	Service Order - Execution Date - 04/12/2023	0	Yes
Cyxtera Communications, LLC	Asis International, Inc.	Service Agreement - IAD1-B	0	Yes
Cyxtera Communications, LLC	Asis International, Inc.	Service Order - Effective Date - 07/29/2022	0	Yes
Cyxtera Communications, LLC	Aso, LLC	Assignment of Colocation Services - Execution Date - 02/22/2023	0	Yes
Cyxtera Communications, LLC	ASO, LLC	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	ASO, LLC	Service Order - Execution Date - 11/16/2017	0	Yes
Cyxtera Communications, LLC	ASO, LLC	Service Order No. 246876 - Execution Date - 01/09/2013	0	Yes
Cyxtera Communications, LLC	ASO, LLC	Service Order No. 348178 - Execution Date - 08/20/2014	0	Yes
Cyxtera Communications, LLC	Aso, LLC	Service Order No. 819626 - Execution Date - 11/28/2017	0	Yes
Cyxtera Communications Canada, ULC	Aspire Lifestyles (Americas), Inc	Service Agreement - BOS1-B	0	Yes
Cyxtera Communications, LLC	ASSOCIATION OF AMERICAN MEDICA	Service Agreement - IAD2-B	0	Yes
Cyxtera Communications, LLC	ASSOCIATION OF AMERICAN MEDICAL COLLEC	Service Order - CUS0005978	0	Yes
Cyxtera Communications, LLC	ASSOCIATION OF AMERICAN MEDICAL COLLEC	Service Order - Effective Date - 04/22/2019	0	Yes
Cyxtera Communications, LLC	ASSOCIATION OF AMERICAN MEDICAL COLLEC	Service Order - Effective Date - 08/03/2022	0	Yes
Cyxtera Communications, LLC	ASSOCIATION OF AMERICAN MEDICAL COLLEC	Service Order - Effective Date - 11/09/2018	0	Yes
Cyxtera Communications, LLC	ASSOCIATION OF AMERICAN MEDICAL COLLEC	Service Order - Effective Date - 11/11/2019	0	Yes
Cyxtera Communications, LLC	Association Resource Group, Inc dba ARG	REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	Association Services of Washington	Service Agreement - SEA2-A	0	Yes
Cyxtera Communications, LLC	Association Services of Washington	Service Order - Execution Date - 01/31/2023	0	Yes
Cyxtera Communications, LLC	Association Services of Washington	Service Order - Execution Date - 10/03/2022	0	Yes
Cyxtera Communications, LLC	Assured Dat Protection	Mutual Confidentiality Agreement	0	Yes
Cyxtera Communications, LLC	Assured Data Protection Inc.	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Assured Data Protection Inc.	Service Agreement - ORD1-A	0	Yes
Cyxtera Communications, LLC	Assured Data Protection Inc.	Service Order - Execution Date - 05/05/2023	0	Yes
Cyxtera Communications, LLC	Assured Data Protection Inc.	Service Order - Execution Date - 10/12/2022	0	Yes
Cyxtera Communications, LLC	Assured Data Protection Inc.	Service Order - Execution Date - 12/09/2022	0	Yes
Cyxtera Communications, LLC	Aston Health LLC	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	Aston Health LLC	Service Order - Execution Date - 12/15/2022	0	Yes
Cyxtera Communications, LLC	AT&T c/o DirecTV	Service Agreement - MSP1-A	0	Yes
Cyxtera Communications, LLC	AT&T Corp - UVN	Service Agreement - DEN2-A	0	Yes
Cyxtera Communications, LLC	AT&T Corp - UVN	Service Order - Effective Date - 03/14/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp - UVN	Service Order - Effective Date - 07/24/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp - UVN	Service Order - Effective Date - 08/09/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 03/19/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 03/19/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 03/24/2022	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 04/05/2022	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 05/10/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 06/02/2020	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 06/05/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 06/18/2020	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/12/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/13/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/14/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/14/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/14/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/14/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 07/24/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/03/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/03/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/06/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/07/2020	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/08/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/11/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 08/29/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 09/11/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 09/17/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 09/26/2019	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 11/01/2018	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 12/06/2021	0	Yes
Cyxtera Communications, LLC	AT&T Corp.	Service Order - Effective Date - 12/06/2021	0	Yes
Cyxtera Communications Canada, ULC	AT&T GLOBAL NETWORK SERVICES (U.K.) B.V.	Master Services Agreement - Effective Date - 05/12/2017	0	Yes
Cyxtera Communications Canada, ULC	AT&T Global Service Canada - Monthly (SCCI)	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	AT&T Global Service Canada Co	Letter of Disconnect - Execution Date - 03/23/2023	0	Yes
Cyxtera Comm. Canada, Inc.	AT&T Global Service Canada Co	LOA - Effective Date - 02/11/2020	0	Yes
Cyxtera Comm. Canada, Inc.	AT&T Global Service Canada Co	LOA - Effective Date - 08/27/2020	0	Yes
Cyxtera Comm. Canada, Inc.	AT&T Global Service Canada Co	LOA - Effective Date - 10/29/2019	0	Yes
Cyxtera Communications Canada, ULC	AT&T Global Service Canada Co	Service Agreement - YYZ1-A	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	AT&T Services, Inc.	Service Agreement - SFO3-A	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 02/08/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 02/09/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 02/16/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 02/26/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 04/26/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 06/14/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 06/15/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 06/15/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 06/15/2018	0	Yes
Cytera Communications, LLC	AT&T, Corp.	Order - Execution Date - 06/15/2018	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Letter of Disconnect - Execution Date - 05/15/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Letter of Disconnect - Execution Date - 05/15/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Letter of Disconnect - Execution Date - 05/15/2023	0	Yes
Cytera Communications Canada, ULC	ATI Technologies ULC	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 03/11/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 03/11/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 04/08/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 04/08/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 04/08/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 04/28/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 05/10/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 05/10/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 05/10/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 05/27/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 06/08/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 07/15/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 07/20/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 07/20/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 08/26/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 09/22/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 09/27/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 10/14/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 12/09/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 12/09/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 12/13/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Effective Date - 12/13/2021	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 03/22/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 03/27/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 04/07/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 04/17/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/04/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/10/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/10/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/12/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/12/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/12/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/15/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 05/15/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 06/01/2023	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 08/31/2022	0	Yes
Cytera Comm. Canada, Inc.	ATI Technologies ULC	Service Order - Execution Date - 10/03/2022	0	Yes
Cytera Communications, LLC	Atkinson Andelson Loya Ruud and Romo	Cytera Master Services Agreement - Execution Date - 10/31/2017	0	Yes
Cytera Communications, LLC	Atkinson Andelson Loya Ruud and Romo	Cytera Service Schedule - Execution Date - 10/31/2017	0	Yes
Cytera Communications, LLC	ATKINSON ANDELSON LOYA RUUD AND ROMO	Master Services Agreement	0	Yes
Cytera Communications, LLC	ATKINSON ANDELSON LOYA RUUD AND ROMO	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	ATKINSON ANDELSON LOYA RUUD AND ROMO	Service Order - Execution Date - 02/28/2023	0	Yes
Cytera Communications, LLC	Atkinson Andelson Loya Ruud and Romo	Service Order No. 817913 - Execution Date - 10/31/2017	0	Yes
Cytera Communications, LLC	Atkinson Andelson Loya Ruud and Romo	Service Order No. 824693 - Execution Date - 12/26/2017	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	Amendment - Execution Date - 01/26/2016	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	Amendment - Execution Date - 08/05/2016	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	Assignment of Colocation Services - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	Order - Execution Date - 03/25/2016	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	Order - Execution Date - 03/29/2016	0	Yes
Cytera Communications, LLC	Atlanta Allergy & Asthma Clinic, The PA	Order - Execution Date - 03/29/2016	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Communications, LLC	AVELLA OF DEER VALLEY INC	Service Agreement - PHX1-A	0	Yes
Cytxera Communications, LLC	AVELLA OF DEER VALLEY INC	Service Order - Effective Date - 04/09/2019	0	Yes
Cytxera Communications, LLC	AVELLA OF DEER VALLEY INC	Service Order - Effective Date - 06/21/2019	0	Yes
Cytxera Communications, LLC	AVELLA OF DEER VALLEY INC	Service Order - Effective Date - 06/25/2019	0	Yes
Cytxera Communications, LLC	AVELLA OF DEER VALLEY INC	Service Order - Effective Date - 06/28/2019	0	Yes
Cytxera Communications, LLC	AVELLA OF DEER VALLEY INC	Service Order - Execution Date - 03/31/2023	0	Yes
Cytxera Communications, LLC	Avella of Deer Valley, Inc.	Order - Execution Date - 04/12/2017	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Agreement - DFW1-B	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Effective Date - 08/16/2022	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Effective Date - 08/16/2022	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Effective Date - 11/30/2021	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Execution Date - 05/04/2023	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Execution Date - 05/10/2023	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Execution Date - 08/16/2022	0	Yes
Cytxera Communications, LLC	AVNE CLOUD LLC	Service Order - Execution Date - 09/28/2022	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Letter of Disconnect - Execution Date - 04/03/2023	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Letter of Disconnect - Execution Date - 05/03/2023	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Letter of Disconnect - Execution Date - 05/17/2023	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Service Order - Execution Date - 04/03/2023	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Service Order - Execution Date - 05/03/2023	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Service Order - Execution Date - 05/17/2023	0	Yes
Cytxera Communications, LLC	Avnet, Inc.	Service Order - Execution Date - 12/21/2022	0	Yes
Cytxera Communications, LLC	Avoca Inc.	Service Agreement - IAD1-A	0	Yes
Cytxera Communications, LLC	Avoca Inc.	Service Agreement - IAD1-F	0	Yes
Cytxera Communications, LLC	Avoca Underwriting Partners	Agreement - Non Master - Execution Date - 08/07/2012	0	Yes
Cytxera Communications, LLC	Avoca Underwriting Partners	Order - Execution Date - 03/07/2013	0	Yes
Cytxera Communications, LLC	Avoca Underwriting Partners	Order - Execution Date - 09/04/2012	0	Yes
Cytxera Communications, LLC	Avoca Underwriting Partners	Service Order - Effective Date - 11/21/2018	0	Yes
Cytxera Communications, LLC	Avoca Underwriting Partners	Service Order No. 515581 - Execution Date - 08/31/2015	0	Yes
Cytxera Communications, LLC	Avoca Underwriting Partners	Service Agreement - ORD2-A	0	Yes
Cytxera Communications Canada, ULC	Avotus Corporation	Service Agreement - YYZ1-A	0	Yes
Cytxera Comm. Canada, Inc.	Avotus Corporation	Service Order - Effective Date - 06/04/2021	0	Yes
Cytxera Comm. Canada, Inc.	Avotus Corporation	Service Order - Effective Date - 06/22/2021	0	Yes
Cytxera Comm. Canada, Inc.	Avotus Corporation	Service Order - Effective Date - 07/01/2021	0	Yes
Cytxera Comm. Canada, Inc.	Avotus Corporation	Service Order - Effective Date - 07/16/2021	0	Yes
Cytxera Communications, LLC	AVT Technology Solutions	Service Agreement - FRA1-A	0	Yes
Cytxera Communications, LLC	AVT Technology Solutions, LLC	Service Order - CUS0026088	0	Yes
Cytxera Communications, LLC	AVT Technology Solutions, LLC	Service Order - Effective Date - 05/29/2020	0	Yes
Cytxera Communications, LLC	AXA Group Operations Americas Inc.	Service Agreement - EWR3-A	0	Yes
Cytxera Communications, LLC	AXA Group Operations Americas Inc.	Service Agreement - IAD2-A	0	Yes
Cytxera Communications, LLC	AXA Group Operations Americas Inc.	Service Agreement - IAD2-B	0	Yes
Cytxera Communications, LLC	AXA Group Operations Americas, Inc.	Service Agreement - S630320	0	Yes
Cytxera Communications, LLC	AXA XL - Professional Insurance	Insurance Policy - ELU184580-22 - Crime	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Agreement - Non Master - Execution Date - 06/24/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Amendment - Execution Date - 08/10/2018	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	AMENDMENT TO TOTAL ADVANTAGE AGREEMENT - Executic	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Order - Execution Date - 06/24/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Order - Execution Date - 06/24/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Order - Execution Date - 06/24/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Order - Execution Date - 08/04/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Order - Execution Date - 08/10/2018	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Order - Execution Date - 10/03/2017	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Agreement - IAD1-B	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Order - Effective Date - 04/16/2020	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Order - Effective Date - 06/13/2022	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Order - Effective Date - 08/04/2020	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Order - Effective Date - 08/04/2020	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Order No. 740032 - Execution Date - 08/31/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Service Order No. 798815 - Execution Date - 12/21/2016	0	Yes
Cytxera Communications, LLC	Axalta Coating Systems, LLC	Statement of Work - Execution Date - 11/10/2016	0	Yes
Cytxera Communications, LLC	Axeda Corporation	Service Order - Effective Date - 04/20/2021	0	Yes
Cytxera Communications, LLC	Axeda Corporation	Service Order - Effective Date - 06/02/2020	0	Yes
Cytxera Communications, LLC	Axeda Corporation	Service Order - Effective Date - 06/13/2022	0	Yes
Cytxera Communications, LLC	Axeda Corporation	Service Order - Effective Date - 06/17/2020	0	Yes
Cytxera Communications, LLC	Axeda Corporation	Service Order - Effective Date - 06/26/2020	0	Yes
Cytxera Communications, LLC	Axeda Corporation	Service Order - Effective Date - 07/22/2020	0	Yes
Cytxera Technologies, Inc	AXFLOW LIMITED	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytxera Communications, LLC	AxiomX LLC	Service Agreement - EWR2-A	0	Yes
Cytxera Communications, LLC	AxiomX LLC	Service Order - Effective Date - 06/08/2021	0	Yes
Cytxera Communications, LLC	AZ Dept of Economic Security - DTS Orders	Service Agreement - PHX1-A	0	Yes
Cytxera Communications, LLC	AZ Tech Solutions	Agreement - Non Master - Execution Date - 05/25/2011	0	Yes
Cytxera Communications, LLC	AZ Tech Solutions	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytxera Communications, LLC	AZ TECH SOLUTIONS	Service Agreement - S638215	0	Yes
Cytxera Communications, LLC	Azaleos	Addendum - Execution Date - 05/01/2012	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Bell Canada	Order - Execution Date - 09/20/2012	0	Yes
Cytera Communications, LLC	Bell Canada	Order - Execution Date - 12/10/2012	0	Yes
Cytera Communications, LLC	Bell Canada	Partial Assignment and Assumption Agreement - Execution D	0	Yes
Cytera Communications, LLC	Bell Canada	Service Level Agreement	0	Yes
Cytera Communications, LLC	Bell Canada	Service Level Agreement	0	Yes
Cytera Communications, LLC	Bell Canada	Service Level Agreement	0	Yes
Cytera Communications, LLC	Bell Canada	Service Level Agreement	0	Yes
Cytera Communications, LLC	Bell Canada	Service Order - Execution Date - 01/13/2011	0	Yes
Cytera Communications, LLC	Bell Canada	Service Order - Execution Date - 01/31/2011	0	Yes
Cytera Communications, LLC	Bell Canada	Service Order - Execution Date - 03/29/2011	0	Yes
Cytera Communications, LLC	Bell Canada	Service Order - Execution Date - 06/06/2011	0	Yes
Cytera Communications, LLC	Bell Canada	Service Order - Execution Date - 07/28/2010	0	Yes
Cytera Communications, LLC	Bell Canada	Service Order No. 242010	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work - Execution Date - 09/10/2010	0	Yes
Cytera Communications, LLC	Bell Canada	Statement of Work - Execution Date - 09/30/2010	0	Yes
Cytera Communications, LLC	Bell Canada	This Amendment to Service Order - Execution Date - 08/07/2010	0	Yes
Cytera Communications, LLC	Bell Canada	Web-Hosting Services Agreement - Execution Date - 10/21/2010	0	Yes
Cytera Communications Canada, ULC	Bell Canada - Carrier Relations	Service Agreement - YYZ2-A	0	Yes
Cytera Communications Canada, ULC	Bell Canada - DuPont Canada Company	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Bell Canada - Enterprise Cabinets	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Bell Canada - Green Shield Canada	Service Agreement - S629837	0	Yes
Cytera Communications Canada, ULC	Bell Canada - SMB Cabinets	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Bell Canada - Wholesale	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Belles Camp Communications	Amendment - Execution Date - 09/06/2012	0	Yes
Cytera Communications, LLC	Belles Camp Communications	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Belles Camp Communications	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	BELLES CAMP COMMUNICATIONS	Letter of Disconnect - Execution Date - 01/31/2023	0	Yes
Cytera Communications, LLC	BELLES CAMP COMMUNICATIONS	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Belles Camp Communications	Service Order - Effective Date - 08/15/2022	0	Yes
Cytera Communications, LLC	BELLES CAMP COMMUNICATIONS	Service Order - Execution Date - 01/31/2023	0	Yes
Cytera Communications, LLC	Belles Camp Communications	Service Order No. 367059 - Execution Date - 10/10/2014	0	Yes
Cytera Communications, LLC	Belles Camp Communications, LLC	Service Order No. 826777 - Execution Date - 03/20/2018	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 03/10/2016	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 03/23/2017	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 04/04/2016	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 04/18/2016	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 04/18/2017	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 07/18/2016	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment - Execution Date - 07/31/2017	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	CenturyLink Total Advantage Agreement - Option Z Monthly /	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	LOA - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - CUS0057375	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 01/03/2019	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 07/01/2021	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 07/12/2018	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 07/29/2021	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 08/22/2019	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order - Effective Date - 12/02/2021	0	Yes
Cytera Communications, LLC	Bennett International Group, LLC	Service Order No. 576365 - Execution Date - 10/09/2015	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 01/02/2019	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 02/01/2019	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 03/14/2019	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 04/12/2021	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 04/14/2020	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 04/30/2021	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 05/03/2019	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 05/04/2021	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 05/04/2021	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 07/26/2022	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 09/21/2020	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 09/21/2020	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 10/01/2020	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 10/04/2018	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 10/15/2018	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Effective Date - 11/19/2018	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Execution Date - 04/05/2023	0	Yes
Cytera Communications, LLC	Blue Yonder, Inc.	Service Order - Execution Date - 09/02/2022	0	Yes
Cytera Communications Canada, ULC	Bluebird Pine Property Corp.	Service Agreement - YY22-A	0	Yes
Cytera Communications, LLC	Bluefin Trading, LLC.	Service Agreement - S629644	0	Yes
Cytera Technologies, Inc	Blueshirt Capital Advisors	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications Canada, ULC	BMG Group Inc.	Service Agreement - YY22-A	0	Yes
Cytera Technologies, LLC	BMO Capital Markets Corp.	Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	BMS Risk Solutions	Insurance Policy - (UMR) B128419899W23 - Terrorism	0	Yes
Cytera Communications, LLC	BNP Paribas RCC, Inc	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	BNP Paribas RCC, Inc.	Service Order - Effective Date - 02/01/2019	0	Yes
Cytera Communications, LLC	BNP Paribas RCC, Inc.	Service Order - Effective Date - 04/08/2020	0	Yes
Cytera Communications, LLC	BNP Paribas RCC, Inc.	Service Order - Effective Date - 11/05/2021	0	Yes
Cytera Communications, LLC	BNP Paribas RCC, Inc.	Service Order - Effective Date - 11/18/2021	0	Yes
Cytera Technologies, LLC	Bo Parker dba THINQ	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	Bo Parker dba THINQ	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Board of Pensions of The Evangelical Lutheran	CenturyLink Interstate Private Line and Advanced Network Sr	0	Yes
Cytera Communications, LLC	Board of Pensions of The Evangelical Lutheran	Order - Execution Date - 07/11/2017	0	Yes
Cytera Communications, LLC	Board of Pensions of The Evangelical Lutheran	Service Order No. 828607 - Execution Date - 04/20/2018	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order No. 807431 - Execution Date - 04/10/2017	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Waiver Agreement - Execution Date - 07/29/2016	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - CUS0062619	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - Effective Date - 01/28/2021	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - Effective Date - 06/24/2020	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - Effective Date - 07/10/2020	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - Effective Date - 12/08/2020	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Letter of Disconnect - Execution Date - 02/13/2023	0	Yes
Cytera Communications, LLC	Board of Pensions of the Evangelical Lutheran	Service Order - Execution Date - 02/13/2023	0	Yes
Cytera Communications, LLC	Bognet Construction	Master Service Agreement	0	Yes
Cytera Communications, LLC	BOLAND TRANE SERVICES INC	Vendor agreement dated 08 / 03 / 2023	0	Yes
Cytera Communications, LLC	Bollinger Ship Yard	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment - Execution Date - 01/21/2010	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment - Execution Date - 01/24/2013	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment - Execution Date - 12/09/2011	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment - Execution Date - 12/20/2012	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment - Execution Date - 12/28/2011	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment No. 1 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment No. 8 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	AMENDMENT NO. 9 TO CENTURYLINK TOTAL ADVANTAGE A	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Amendment to Qwest Select Advantage Agreement - Executi	0	Yes
Cytera Communications, LLC	Bollinger Shipyards Lockport, LLC	Qwest Total Advantage Agreement Annual Assessment - Exec	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Effective Date - 03/18/2019	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Effective Date - 03/22/2019	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Effective Date - 05/02/2019	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Effective Date - 07/26/2022	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Effective Date - 08/26/2019	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Effective Date - 09/28/2018	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Execution Date - 05/02/2023	0	Yes
Cytera Communications, LLC	BOLTON & MENK, INC	Service Order - Execution Date - 11/03/2022	0	Yes
Cytera Communications Canada, ULC	Bond Brand Loyalty Inc.	Service Agreement - YY21-A	0	Yes
Cytera Comm. Canada, Inc.	Bond Brand Loyalty Inc.	Service Order - Execution Date - 03/10/2023	0	Yes
Cytera Communications, LLC	Boonya Systems	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Boonya Systems	Order - Execution Date - 05/13/2016	0	Yes
Cytera Communications, LLC	Boonya Systems	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Boonya Systems	Service Order - Effective Date - 05/21/2021	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Boonya Systems	Service Order - Effective Date - 05/21/2021	0	Yes
Cyxtera Communications, LLC	Boonya Systems	Service Order - Effective Date - 06/17/2021	0	Yes
Cyxtera Communications, LLC	Boonya Systems	Service Order - Effective Date - 06/17/2021	0	Yes
Cyxtera Communications, LLC	Boonya Systems	Service Order No. 751133 - Execution Date - 08/30/2016	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Order - Execution Date - 04/08/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Agreement - SFO2-A	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 246278 - Execution Date - 01/24/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 246623 - Execution Date - 01/23/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 253273 - Execution Date - 03/21/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 255248 - Execution Date - 04/02/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 283955 - Execution Date - 11/11/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 291977 - Execution Date - 12/03/2013	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 722641 - Execution Date - 08/03/2016	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 722649 - Execution Date - 08/09/2016	0	Yes
Cyxtera Communications, LLC	Border Construction Specialties, LLC	Service Order No. 820843 - Execution Date - 10/20/2017	0	Yes
Cyxtera Communications, LLC	Borwood International	LOA - Effective Date - 03/18/2022	0	Yes
Cyxtera Communications, LLC	Borwood International	LOA - Effective Date - 03/24/2022	0	Yes
Cyxtera Communications, LLC	Borwood International	Service Agreement - ORD1-A	0	Yes
Cyxtera Communications, LLC	Borwood International	Service Order - Effective Date - 02/22/2022	0	Yes
Cyxtera Communications, LLC	Borwood International	Service Order - Effective Date - 03/18/2022	0	Yes
Cyxtera Communications, LLC	Borwood International	Service Order - Effective Date - 03/24/2022	0	Yes
Cyxtera Communications, LLC	Borwood International	Service Order - Effective Date - 07/28/2022	0	Yes
Cyxtera Communications, LLC	Bosch Automotive Service Solutions Inc.	Service Agreement - S631651	0	Yes
Cyxtera Communications, LLC	Boston Health Economics, Inc	Service Order - Effective Date - 11/06/2018	0	Yes
Cyxtera Communications, LLC	Boston Health Economics, Inc	Service Order - Effective Date - 11/13/2018	0	Yes
Cyxtera Communications, LLC	Boston Health Economics, Inc	Service Order - Effective Date - 12/19/2018	0	Yes
Cyxtera Communications, LLC	Boston Health Economics, Inc	Service Order - Effective Date - 12/19/2018	0	Yes
Cyxtera Communications, LLC	Boston Health Economics, Inc.	Service Order No. 819575 - Execution Date - 10/08/2017	0	Yes
Cyxtera Technologies, Inc	Boston Limited	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cyxtera Data Centers, Inc	Boston Limited	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Data Centers, Inc	Boston Limited	RESELLER AGREEMENT	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Amendment No. 1 to Qwest Total Advantage Agreement - Exi	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Amendment No. 2 to CenturyLink Total Advantage Agreeemen	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Qwest Total Advantage Agreement - Option Z Monthly Asses	0	Yes
Cyxtera Communications Canada, ULC	Bottomline Technologies (de), Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - CUS0019567	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - Effective Date - 01/26/2021	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - Effective Date - 03/25/2020	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - Effective Date - 03/27/2020	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - Effective Date - 09/08/2020	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - Effective Date - 11/24/2020	0	Yes
Cyxtera Comm. Canada, Inc.	Bottomline Technologies (de), Inc.	Service Order - Effective Date - 12/13/2019	0	Yes
Cyxtera Communications, LLC	Boulay Group	CenturyLink Total Advantage Express - Agreement - Summar	0	Yes
Cyxtera Communications, LLC	Boulay Group	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Boulay Group	LOA - Effective Date - 09/14/2018	0	Yes
Cyxtera Communications, LLC	Boulay Group	Service Agreement - MSP1-A	0	Yes
Cyxtera Communications, LLC	Boulay Group	Service Agreement - MSP1-B	0	Yes
Cyxtera Communications, LLC	Boulay Group	Service Order - Effective Date - 09/14/2018	0	Yes
Cyxtera Communications, LLC	Boulay Group	Service Order No. 779925 - Execution Date - 10/17/2016	0	Yes
Cyxtera Communications, LLC	Boulay Group	Service Order No. 813459 - Execution Date - 08/23/2017	0	Yes
Cyxtera Communications, LLC	Boyer Trucks	Service Agreement - MSP1-B	0	Yes
Cyxtera Communications, LLC	Boyer Trucks	Service Order - CUS0016098	0	Yes
Cyxtera Communications, LLC	Boyer Trucks	Service Order - Effective Date - 08/14/2019	0	Yes
Cyxtera Communications, LLC	Boyer Trucks	Service Order - Effective Date - 08/21/2019	0	Yes
Cyxtera Communications, LLC	Boyer Trucks	Service Order - Effective Date - 11/05/2019	0	Yes
Cyxtera Technologies, LLC	Brafton	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Management Inc	Brafton	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Management Inc	Brafton	Statement of Work Between Brafton and Cyxtera Managemen	0	Yes
Cyxtera Communications, LLC	Brainfuse Online Tutoring	Master Services Agreement - Execution Date - 06/22/2005	0	Yes
Cyxtera Communications, LLC	Brainfuse Online Tutoring	Service Agreement - EWR2-A	0	Yes
Cyxtera Technologies, Inc	Brainier Solutions Inc	Amendment 3	0	Yes
Cyxtera Technologies, Inc	Brainier Solutions Inc	eLan Subscription Agreement	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Addendum - Execution Date - 01/28/2010	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Addendum - Execution Date - 09/04/2012	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Amendment - Execution Date - 01/07/2013	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Amendment - Execution Date - 04/16/2013	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Amendment - Execution Date - 05/16/2013	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Amendment - Execution Date - 08/22/2012	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Amendment No. 1 to CenturyLink Total Advantage Agreeemen	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Amendment No. 3 to CenturyLink Total Advantage Agreeemen	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Order - Execution Date - 01/09/2013	0	Yes
Cyxtera Communications, LLC	Braintree Payment Solutions	Order - Execution Date - 04/13/2015	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	C.H. Robinson Worldwide, Inc.	Service Order - Effective Date - 09/27/2021	0	Yes
Cyxtera Communications, LLC	C.H. Robinson Worldwide, Inc.	Service Order - Effective Date - 10/06/2020	0	Yes
Cyxtera Communications, LLC	C.H. Robinson Worldwide, Inc.	Service Order No. 834607 - Execution Date - 06/28/2018	0	Yes
Cyxtera Communications, LLC	C.H. Robinson Worldwide, Inc.	Service Order No. 800732 - Execution Date - 01/19/2017	0	Yes
Cyxtera Communications, LLC	C.H. Robinson Worldwide, Inc.	Service Order No. 827833 - Execution Date - 03/26/2018	0	Yes
Cyxtera Communications, LLC	C.H. Robinson Worldwide, Inc.	Service Order No. 829275 - Execution Date - 03/26/2018	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Addendum - Execution Date - 01/29/2012	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Savvis Master Services Agreement - Execution Date - 01/29/2	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Savvis SLA Attachment - Colocation/Bandwidth Connection - I	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cyxtera Communications Canada, ULC	C3 Solutions	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Level Agreement	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Level Agreement	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - CUS0015644	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 01/16/2020	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 01/28/2022	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 01/31/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 03/22/2022	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 04/09/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 04/09/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 05/06/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 05/06/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 05/16/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 07/25/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 10/24/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 11/01/2021	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order - Effective Date - 11/14/2018	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order No. 255147 - Execution Date - 03/27/2013	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order No. 293053 - Execution Date - 01/29/2014	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order No. 817887 - Execution Date - 09/20/2017	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order No. 841473 - Execution Date - 05/13/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order No. 844441 - Execution Date - 07/31/2019	0	Yes
Cyxtera Comm. Canada, Inc.	C3 Solutions	Service Order No. Q-06429-2 - Execution Date - 01/31/2019	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - CUS0008856	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - CUS0014808	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - CUS0014808	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - Effective Date - 02/25/2019	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - Effective Date - 04/12/2019	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - Effective Date - 07/02/2019	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - Effective Date - 11/06/2018	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - Effective Date - 11/20/2018	0	Yes
Cyxtera Communications, LLC	CA, Inc	Service Order - Effective Date - 11/20/2018	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Addendum - Execution Date - 08/04/2015	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Addendum - Execution Date - 08/04/2015	0	Yes
Cyxtera Communications, LLC	CA, Inc.	AMENDMENT #3 TO SAVVIS MASTER SERVICES AGREEMENT	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Amendment No. 1 to the Savvis Hosting/Colocation Service Si	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Amendment No. 2 to the Master Services Agreement - Execu	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Amendment No. 3 to The Master Services Agreement - Execu	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Amendment No. 8 to CenturyLink Total Advantage Agreemen	0	Yes
Cyxtera Communications, LLC	Ca, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cyxtera Communications, LLC	Ca, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cyxtera Communications, LLC	CA, Inc.	CenturyLink Service Level Attachment - Colocation Services S	0	Yes
Cyxtera Communications, LLC	CA, Inc.	CenturyLink Service Schedule - Execution Date - 05/28/2015	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 01/09/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 01/09/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 01/23/2011	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 01/23/2011	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 01/27/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 01/27/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 02/07/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 02/09/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 03/21/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 03/26/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 04/13/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 04/13/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 05/15/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 06/22/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 06/22/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 08/02/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 11/22/2011	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 11/28/2012	0	Yes
Cyxtera Communications, LLC	CA, Inc.	Hosting Order Form - Execution Date - 12/16/2011	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 04/23/2021	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 05/29/2019	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 07/11/2019	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 08/01/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 08/10/2020	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 08/10/2020	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 08/16/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 08/20/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 09/04/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 09/19/2019	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 09/19/2019	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 09/23/2020	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 10/04/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 12/04/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 12/05/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 12/18/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order - Execution Date - 11/29/2017	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. 314158 - Execution Date - 08/05/2014	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. 327970 - Execution Date - 08/05/2014	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. 806183 - Execution Date - 04/03/2017	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. 806836 - Execution Date - 04/06/2017	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. 815794 - Execution Date - 08/07/2017	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. 822650 - Execution Date - 11/29/2017	0	Yes
Cytera Communications, LLC	Cameo Solutions	Service Order No. Q-10070-1 - Execution Date - 02/18/2019	0	Yes
Cytera Communications, LLC	CAMICO MUTUAL INS. CO., INC.	Service Agreement - 5637959	0	Yes
Cytera Communications, LLC	Camira	Letter of Disconnect - Execution Date - 02/20/2023	0	Yes
Cytera Communications, LLC	Camira	Service Agreement - DEN2-A	0	Yes
Cytera Communications, LLC	Camira	Service Order - CUS0023686	0	Yes
Cytera Communications, LLC	Camira	Service Order - Effective Date - 04/03/2020	0	Yes
Cytera Communications, LLC	Camira	Service Order - Execution Date - 02/20/2023	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Addendum - Execution Date - 05/15/2018	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Master Services Agreement - Execution Date - 05/15/2018	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Order - Execution Date - 05/15/2018	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Order - Execution Date - 05/22/2018	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Service Order - Effective Date - 07/10/2019	0	Yes
Cytera Communications, LLC	Campbell Global, LLC	Service Order No. 834445 - Execution Date - 06/25/2018	0	Yes
Cytera Communications, LLC	Campus Management, Corp.	Order - Execution Date - 05/02/2018	0	Yes
Cytera Communications, LLC	Campus Management, Corp.	Order - Execution Date - 06/14/2018	0	Yes
Cytera Communications, LLC	Campus Management, Corp.	Service Order No. 828855 - Execution Date - 03/29/2018	0	Yes
Cytera Communications, LLC	Campus Management, Corp.	Service Order No. 829738 - Execution Date - 03/29/2018	0	Yes
Cytera Communications Canada, ULC	Canaccord Genuity Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Order - Execution Date - 04/20/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Order - Execution Date - 05/29/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Order - Execution Date - 06/07/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Order - Execution Date - 06/29/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Order - Execution Date - 07/24/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Service Order No. 816961 - Execution Date - 08/24/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Service Order No. 819358 - Execution Date - 09/27/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Service Order No. 820802 - Execution Date - 10/18/2017	0	Yes
Cytera Comm. Canada, Inc.	Canaccord Genuity, Inc.	Service Order No. 821412 - Execution Date - 10/27/2017	0	Yes
Cytera Technologies, Inc	CANNON & WENDT ELECTRIC CO INC	Vendor agreement dated 07 / 21 / 2023	16,728	Yes
Cytera Communications, LLC	Canopus	Insurance Policy - CYT202100086-02 - Cyber	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Agreement - EWR2-D	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Agreement - ORD1-D	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Order - Effective Date - 08/14/2020	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Order - Effective Date - 08/14/2020	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Order - Effective Date - 09/17/2020	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Order - Effective Date - 09/17/2020	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Order - Effective Date - 10/14/2020	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Order - Execution Date - 04/27/2023	0	Yes
Cytera Communications, LLC	Cantor Fitzgerald Securities	Service Agreement - EWR2-C	0	Yes
Cytera Technologies, LLC	Capcon Networks LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Data Centers, Inc	Capcon Networks LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Data Centers, Inc	Capcon Networks LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	Capcon Networks, LLC	Letter of Authorization to Advertise	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada Inc.	Letter of Disconnect - Execution Date - 10/11/2022	0	Yes
Cytera Communications Canada, ULC	Capgemini Canada Inc.	Service Agreement - YYZ1-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Comm. Canada, Inc.	Capgemini Canada Inc.	Service Order - Execution Date - 08/29/2011	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada Inc.	Service Order - Execution Date - 10/11/2022	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	629926_CUS0049594_Q-37574_Q-37574-20210222-1405	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 03/01/2021	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 03/01/2022	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 04/16/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 04/16/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 04/28/2022	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 09/05/2018	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 10/04/2018	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 10/17/2018	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 11/14/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 12/18/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 12/22/2021	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 12/22/2021	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 12/27/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order - Effective Date - 12/27/2019	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order No. 814088 - Execution Date - 09/12/2017	0	Yes
Cytera Comm. Canada, Inc.	Capgemini Canada, Inc.	Service Order No. Q-04535-13 - Execution Date - 12/20/2019	0	Yes
Cytera Technologies, Inc	Capitol Advisory Group, LLC	INFLUENCER REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Capitol Power Group, LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Comm. Canada, Inc.	CapServ, Co., Ltd. Partnership	Order - Execution Date - 05/16/2017	0	Yes
Cytera Comm. Canada, Inc.	CapServCo Limited Partnership by its general p	CenturyLink Master Services Agreement - Execution Date - 01/0	0	Yes
Cytera Communications Canada, ULC	CapServCo Limited Partnership by its general p	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	CapServCo Limited Partnership by its general p	Service Order - Execution Date - 02/09/2023	0	Yes
Cytera Comm. Canada, Inc.	CapServCo Limited Partnership by its general p	Service Order - Execution Date - 03/03/2023	0	Yes
Cytera Comm. Canada, Inc.	CapServCo Limited Partnership by its general p	Service Order - Execution Date - 04/25/2023	0	Yes
Cytera Comm. Canada, Inc.	CapServCo Limited Partnership by its general p	Service Order - Execution Date - 05/15/2023	0	Yes
Cytera Comm. Canada, Inc.	CapServCo, Ltd. Partnership by its g.p.CapServ	Service Order No. 829722 - Execution Date - 03/29/2018	0	Yes
Cytera Communications, LLC	CapServCo, Ltd. Partnership by its general par	CenturyLink Service Schedule - Execution Date - 01/07/2015	0	Yes
Cytera Comm. Canada, Inc.	CapServCo, Ltd. Partnership by its general par	Order - Execution Date - 01/31/2018	0	Yes
Cytera Communications, LLC	CapServCo, Ltd. Partnership by its general par	Savvis Service Level Attachment - Colocation Service Level Ag	0	Yes
Cytera Comm. Canada, Inc.	CapServCo, Ltd. Partnership by its general par	Service Order No. 827367 - Execution Date - 02/28/2018	0	Yes
Cytera Management Inc	Car Offer LLC	Service Agreement - ORD1	0	Yes
Cytera Federal Group, Inc	Carahsoft Technology Corp	Aggregator Agreement	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Order - Execution Date - 06/20/2017	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order - Effective Date - 03/10/2020	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order - Effective Date - 04/01/2021	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order No. 806429 - Execution Date - 03/28/2017	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order No. 816574 - Execution Date - 09/18/2017	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order No. 819060 - Execution Date - 10/03/2017	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order No. 819821 - Execution Date - 10/09/2017	0	Yes
Cytera Communications, LLC	Carbonite, Inc.	Service Order No. 821967 - Execution Date - 12/04/2017	0	Yes
Cytera Communications, LLC	CARE MEDIC SYSTEMS INC.	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	CareAR, Inc.	CareAR Master Services Agreement	0	Yes
Cytera Technologies, Inc	CareAR, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	CareAR, Inc.	Order Form	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Addendum - Execution Date - 11/27/2007	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Savvis Hosting/Colocation Service Schedule - Execution Date - 0	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Savvis Service Schedule - Execution Date - 02/21/2012	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Savvis SLA Attachment - CDN Services Caching, Streaming, Or	0	Yes
Cytera Communications, LLC	CareerCast, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 03/27/	0	Yes
Cytera Communications, LLC	Careercast, Inc.	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	CareerCast, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Service Order - Execution Date - 12/09/2009	0	Yes
Cytera Communications, LLC	Careercast, Inc.	Service Order No. 242506 - Execution Date - 11/30/2012	0	Yes
Cytera Communications, LLC	Carella, Byrne, Cecchi, Olstein, Brody & Agnell	Addendum - Execution Date - 05/09/2015	0	Yes
Cytera Communications, LLC	Carella, Byrne, Cecchi, Olstein, Brody & Agnell	Letter of Disconnect - Execution Date - 04/20/2023	0	Yes
Cytera Communications, LLC	Carella, Byrne, Cecchi, Olstein, Brody & Agnell	Savvis Master Services Agreement - Execution Date - 03/09/2	0	Yes
Cytera Communications, LLC	Carella, Byrne, Cecchi, Olstein, Brody & Agnell	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Carella, Byrne, Cecchi, Olstein, Brody & Agnell	Service Order - Execution Date - 04/20/2023	0	Yes
Cytera Communications, LLC	Caremedic	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	CareMedic	Order - Execution Date - 06/04/2018	0	Yes
Cytera Communications, LLC	CareMedic	Order - Execution Date - 06/14/2018	0	Yes
Cytera Communications, LLC	CareMedic	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	CareMedic	Service Order - CUS0004517	0	Yes
Cytera Communications, LLC	CareMedic	Service Order - CUS0008298	0	Yes
Cytera Communications, LLC	CareMedic	Service Order - CUS0027007	0	Yes
Cytera Communications, LLC	CareMedic	Service Order - CUS0027007	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Centre Technologies	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Centre Technologies	Service Order - CUS0021226	0	Yes
Cytera Communications, LLC	Centre Technologies	Service Order - Effective Date - 02/17/2020	0	Yes
Cytera Technologies, Inc	Centre Technologies, Inc	MASTER RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Order - CUS0026453	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Order - CUS0026453	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Order - Effective Date - 02/22/2021	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Order - Effective Date - 03/08/2021	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Order - Effective Date - 11/14/2021	0	Yes
Cytera Communications, LLC	Centric Brands Holding, Inc.	Service Order - Effective Date - 11/14/2021	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 01/24/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 02/18/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 03/30/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 06/17/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 07/02/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 07/22/2021	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 08/23/2021	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 10/07/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 10/09/2020	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 12/02/2019	0	Yes
Cytera Comm. Canada, Inc.	Centrilogic Inc.	Service Order - Effective Date - 12/17/2019	0	Yes
Cytera Communications, LLC	Century Communities	Agreement - Non Master - Execution Date - 03/17/2015	0	Yes
Cytera Communications, LLC	Century Communities	Agreement - Non Master - Execution Date - 07/13/2017	0	Yes
Cytera Communications, LLC	Century Communities	Agreement - Non Master - Execution Date - 09/30/2010	0	Yes
Cytera Communications, LLC	Century Communities	Amendment - Execution Date - 02/16/2016	0	Yes
Cytera Communications, LLC	Century Communities	Amendment - Execution Date - 04/20/2017	0	Yes
Cytera Communications, LLC	Century Communities	Amendment - Execution Date - 08/19/2016	0	Yes
Cytera Communications, LLC	Century Communities	Amendment - Execution Date - 09/15/2016	0	Yes
Cytera Communications, LLC	Century Communities	Amendment - Execution Date - 10/31/2017	0	Yes
Cytera Communications, LLC	Century Communities	Amendment - Execution Date - 12/22/2016	0	Yes
Cytera Communications, LLC	Century Communities	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Century Communities	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Century Communities	Order - Execution Date - 05/14/2018	0	Yes
Cytera Communications, LLC	Century Communities	Order - Execution Date - 05/14/2018	0	Yes
Cytera Communications, LLC	Century Communities	Order - Execution Date - 07/08/2019	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - CUS0017390	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Effective Date - 01/05/2022	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Effective Date - 01/29/2021	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Effective Date - 02/15/2021	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Effective Date - 06/11/2021	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Effective Date - 07/07/2022	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Effective Date - 09/30/2019	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Execution Date - 03/27/2023	0	Yes
Cytera Communications, LLC	CENTURY COMMUNITIES	Service Order - Execution Date - 04/15/2023	0	Yes
Cytera Communications, LLC	Century Communities	Service Order - Execution Date - 11/21/2017	0	Yes
Cytera Communications, LLC	Century Communities	Service Order No. 441765 - Execution Date - 02/23/2015	0	Yes
Cytera Communications, LLC	Century Communities	Statement of Work - Execution Date - 01/12/2017	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - EWR1-A	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - EWR3-B	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S258667	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S601702	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S630583	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S631451	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S631705	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S633055	0	Yes
Cytera Communications, LLC	CenturyLink	Service Agreement - S633119	0	Yes
Cytera Communications, LLC	CenturyLink	Service Order - Effective Date - 05/13/2021	0	Yes
Cytera Communications, LLC	CenturyLink	Service Order - Effective Date - 06/03/2021	0	Yes
Cytera Communications, LLC	CenturyLink	Service Order - Effective Date - 12/15/2020	0	Yes
Cytera Communications Canada, ULC	CenturyLink Canada, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	CenturyLink Canada, Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Centurylink Cloud - LO1	Service Agreement - S630677	0	Yes
Cytera Communications, LLC	CenturyLink Communications LLC - Accerti	LOA - Effective Date - 04/29/2020	0	Yes
Cytera Communications, LLC	CenturyLink Communications LLC - Accerti	Service Order - Effective Date - 04/29/2020	0	Yes
Cytera Communications, LLC	CenturyLink Communications LLC - Accerti	Service Order - Effective Date - 05/14/2021	0	Yes
Cytera Communications, LLC	CenturyLink Communications LLC - Accerti	Service Order - Effective Date - 08/11/2020	0	Yes
Cytera Communications, LLC	CenturyLink Communications LLC - Accerti	Service Order - Effective Date - 08/11/2020	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Effective Date - 10/17/2018	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Effective Date - 10/17/2018	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Effective Date - 12/02/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Effective Date - 12/02/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Effective Date - 12/10/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Effective Date - 12/10/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Execution Date - 04/28/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 319	Service Order - Execution Date - 10/28/2022	0	Yes
Cytera Federal Group, Inc	CenturyLink Federal Site 320	Service Agreement - DEN1-A	0	Yes
Cytera Federal Group, Inc	CenturyLink Federal Site 320	Service Agreement - IAD2-A	0	Yes
Cytera Federal Group Inc	CenturyLink Federal Site 320	Service Order - Effective Date - 04/08/2022	0	Yes
Cytera Federal Group Inc	CenturyLink Federal Site 320	Service Order - Effective Date - 04/08/2022	0	Yes
Cytera Federal Group Inc	CenturyLink Federal Site 320	Service Order - Effective Date - 10/29/2021	0	Yes
Cytera Federal Group Inc	CenturyLink Federal Site 320	Service Order - Effective Date - 10/29/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 322	Service Order - Effective Date - 09/24/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 322	Service Order - Effective Date - 09/24/2021	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 322	Service Order - Effective Date - 09/30/2019	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 322	Service Order - Effective Date - 09/30/2019	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 322	Service Order - Effective Date - 10/26/2018	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 322	Service Order - Effective Date - 10/26/2018	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Letter of Disconnect - Execution Date - 03/29/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Agreement - DEN2-A	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Agreement - IAD2-A	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/17/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/17/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/17/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/17/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/17/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/17/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 03/29/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 04/12/2023	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 11/30/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 11/30/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 11/30/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 11/30/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 326	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	CenturyLink Federal Site 50	Service Order - Execution Date - 03/23/2023	0	Yes
Cytera Communications, LLC	CenturyLink Non-MSA Commitment Re-assign	Service Agreement - IAD1-B	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	Amendment to CenturyLink Total Advantage Agreement	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	Amendment to CenturyLink Total Advantage Agreement	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	CenturyLink Total Advantage Agreement	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	CenturyLink Total Advantage Agreement	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	Change Order (PCO) To Century Link Total Advantage Agreem	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	Non-Standard Pricing Change Order (PCO) To Century Link To	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	Non-Standard Pricing Change Order (PCO) To Century Link To	0	Yes
Cytera Technologies, Inc	CenturyLink Sales Solutions, Inc.	Non-Standard Pricing Change Order (PCO) To Century Link To	0	Yes
Cytera Technologies, Inc	CenturyLink Total Advantage	Letter re: Customer Notice of Auto-Renewal Policy Change	0	Yes
Cytera DC Holdings, Inc	CenturyLink, Inc	Amendment Number 1 to Stock Purchase Agreement	0	No
Cytera DC Holdings, Inc	CenturyLink, Inc	Global Employee Services Agreement	0	No
Cytera DC Holdings, Inc	CenturyLink, Inc	Stock Purchase Agreement	0	No
Cytera Communications, LLC	CenturyTel Fiber Company II, LLC	Master Service Agreement	0	Yes
Cytera Communications, LLC	Ceres Terminals	Service Agreement - S638100	0	Yes
Cytera Communications, LLC	Certichron, Inc.	Service Agreement - S629909	0	Yes
Cytera Communications, LLC	CERTUSOFT INC	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	CERTUSOFT INC	Service Order - Effective Date - 02/04/2019	0	Yes
Cytera Communications, LLC	CERTUSOFT INC	Service Order - Effective Date - 02/17/2021	0	Yes
Cytera Communications, LLC	CERTUSOFT INC	Service Order - Effective Date - 02/20/2019	0	Yes
Cytera Communications, LLC	CERTUSOFT INC	Service Order - Effective Date - 07/14/2021	0	Yes
Cytera Communications, LLC	CERTUSOFT INC	Service Order - Execution Date - 02/08/2023	0	Yes
Cytera Communications, LLC	CES - Concrete Equipment and Supply, LLC	Agreement - Non Master - Execution Date - 05/26/2016	0	Yes
Cytera Communications, LLC	CES - Concrete Equipment and Supply, LLC	Order - Execution Date - 05/26/2016	0	Yes
Cytera Communications, LLC	CES-CONCRETE EQUIPMENT AND SUPPLY LLC	Service Agreement - DEN2-A	0	Yes
Cytera Communications Canada, ULC	Cetaris Canada Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Cetaris Canada Inc.	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Comm. Canada, Inc.	Cetaris Canada Inc.	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Comm. Canada, Inc.	Cetaris Canada Inc.	Service Order - Execution Date - 12/30/2022	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Amendment - Execution Date - 07/11/2017	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Order - Execution Date - 02/21/2017	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Order - Execution Date - 05/04/2017	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Order - Execution Date - 06/05/2018	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Agreement - IAD2-A	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - CUS0009541	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - CUS0018196	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 01/29/2020	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 02/19/2020	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 03/12/2019	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 04/29/2022	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 04/30/2022	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 09/30/2021	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 09/30/2021	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 10/10/2018	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 10/25/2019	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order - Effective Date - 10/25/2019	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 297743 - Execution Date - 04/04/2014	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 300965 - Execution Date - 04/04/2014	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 301424 - Execution Date - 04/04/2014	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 307989 - Execution Date - 04/29/2014	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 394279 - Execution Date - 11/13/2014	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 816969 - Execution Date - 08/31/2017	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 818213 - Execution Date - 09/18/2017	0	Yes
Cytera Communications, LLC	Cetrom Information Technology, Inc.	Service Order No. 822302 - Execution Date - 12/19/2017	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - CUS0023305	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 01/22/2019	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 03/12/2019	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 03/25/2020	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 05/16/2019	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 10/09/2019	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	CFN Services Inc.	Service Order - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	Chaney Enterprises	Service Agreement - S638238	0	Yes
Cytera Communications, LLC	Change Healthcare Operations LLC	Service Order - CUS0006050	0	Yes
Cytera Communications, LLC	Change Healthcare Operations LLC	Service Order - CUS0006746	0	Yes
Cytera Communications, LLC	Change Healthcare Operations LLC	Service Order - CUS0052296	0	Yes
Cytera Communications, LLC	Change Healthcare Operations LLC	Service Order - Effective Date - 04/13/2021	0	Yes
Cytera Communications, LLC	CHANNEL INTELLIGENCE INC	Service Agreement - S637996	0	Yes
Cytera Communications, LLC	Charles River Systems Inc. DBA Charles River C	Service Order - Effective Date - 01/31/2022	0	Yes
Cytera Communications, LLC	Charles River Systems Inc. DBA Charles River C	Service Order - Effective Date - 02/01/2022	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Addendum - Execution Date - 05/29/2019	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 01/06/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 02/07/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 02/07/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 03/03/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 03/03/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 03/29/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 04/26/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 05/09/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 06/26/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 06/30/2016	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 06/30/2016	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 07/12/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 08/02/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 09/20/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/02/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/12/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/13/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/19/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/21/2016	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/21/2016	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 10/31/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Order - Execution Date - 12/22/2016	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Service Order No. 799773 - Execution Date - 01/06/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Service Order No. 801436 - Execution Date - 01/24/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Service Order No. 815692 - Execution Date - 09/11/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Service Order No. 815732 - Execution Date - 09/11/2017	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc.	Service Order No. 820036 - Execution Date - 10/05/2017	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Charles River Systems, Inc. dba Charles River	Order - Execution Date - 02/08/2018	0	Yes
Cytera Communications, LLC	Charles River Systems, Inc. dba Charles River	Order - Execution Date - 02/15/2018	0	Yes
Cytera Communications, LLC	Charter Communications c/o Teoco Corp.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Charter Communications c/o Teoco Corp.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Charter Communications c/o Teoco Corp.	Service Order - Effective Date - 06/18/2019	0	Yes
Cytera Communications, LLC	Charter Communications c/o Teoco Corp.	Service Order - Effective Date - 06/18/2019	0	Yes
Cytera Communications, LLC	Charter Communications c/o TEOCO Corp.	Service Order - Effective Date - 09/25/2019	0	Yes
Cytera Communications, LLC	Charter Communications Holding Company, LI	Order - Execution Date - 04/28/2017	0	Yes
Cytera Communications, LLC	Charter Communications Holding, Co., LLC	Order - Execution Date - 01/18/2018	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT - Exe	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Hosting/Colocation Service Schedule - Execution Date - 10/06	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Network Service Schedule - Execution Date - 10/06/2006	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Order - Execution Date - 04/28/2017	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Order - Execution Date - 06/05/2018	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Savvis Master Services Agreement - Execution Date - 10/06/2	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Agreement - S628895	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Agreement - S630964	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - CUS0013448	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - CUS0013448	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - CUS0013449	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - CUS0013449	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - CUS0013464	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - CUS0015414	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - Effective Date - 08/15/2018	0	Yes
Cytera Communications, LLC	Charter Communications Operating, LLC	Service Order - Effective Date - 10/05/2018	0	Yes
Cytera Communications, LLC	Charter Software	Agreement - Non Master - Execution Date - 01/21/2015	0	Yes
Cytera Communications, LLC	Charter Software	Agreement - Non Master - Execution Date - 11/15/2017	0	Yes
Cytera Communications, LLC	Charter Software	Amendment - Execution Date - 03/06/2018	0	Yes
Cytera Communications, LLC	Charter Software	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Charter Software	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Charter Software	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Charter Software	CenturyLink Total Advantage Express - Amendment - Summa	0	Yes
Cytera Communications, LLC	Charter Software	Letter of Disconnect - Execution Date - 10/06/2022	0	Yes
Cytera Communications, LLC	Charter Software	Order - Execution Date - 01/15/2015	0	Yes
Cytera Communications, LLC	Charter Software	Order - Execution Date - 01/26/2018	0	Yes
Cytera Communications, LLC	Charter Software	Order - Execution Date - 04/24/2018	0	Yes
Cytera Communications, LLC	Charter Software	Order - Execution Date - 10/16/2017	0	Yes
Cytera Communications, LLC	CHARTER SOFTWARE	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Charter Software	Service Order - Execution Date - 10/06/2022	0	Yes
Cytera Communications, LLC	Charter Software	Service Order No. 820559 - Execution Date - 10/16/2017	0	Yes
Cytera Communications, LLC	Charter Software	Service Order No. 827916 - Execution Date - 02/27/2018	0	Yes
Cytera Communications, LLC	Charter Software	Service Order No. 828862 - Execution Date - 03/12/2018	0	Yes
Cytera Communications, LLC	CHECK INTO CASH	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Check Point Software Technologies, Inc.	Service Order No. Q-03122-4 - Execution Date - 01/18/2019	0	Yes
Cytera Communications, LLC	Checkers Drive-In Restaurants, Inc.	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Checkers Drive-In Restaurants, Inc.	Service Order - Effective Date - 05/19/2022	0	Yes
Cytera Communications, LLC	Checkpoint SMP	Service Agreement - S638232	0	Yes
Cytera Communications, LLC	Checkpoint Software	Letter of Disconnect - Execution Date - 03/14/2023	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - CUS0054968	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - CUS0054968	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Effective Date - 01/21/2019	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Effective Date - 04/02/2020	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Effective Date - 05/17/2022	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Effective Date - 06/02/2021	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Effective Date - 07/19/2021	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Execution Date - 03/14/2023	0	Yes
Cytera Communications, LLC	Checkpoint Software	Service Order - Execution Date - 12/13/2022	0	Yes
Cytera Communications, LLC	Checkpoint Software Technologies, Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Checkpoint Software Technologies, Inc.	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Checkpoint Software Technologies, Inc.	Service Order - Execution Date - 04/25/2023	0	Yes
Cytera Communications, LLC	Checkpoint Software Technologies, Inc.	Service Order - Execution Date - 05/08/2023	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - CUS0040439	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 01/06/2022	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 01/14/2020	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 01/21/2019	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 02/05/2019	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 04/30/2021	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 05/15/2020	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 09/02/2021	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 09/24/2020	0	Yes
Cytera Communications, LLC	Cheesecake Factory Inc.	Service Order - Effective Date - 11/05/2020	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 314285	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 341545	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 342886	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 354375	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 391587	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 417633	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 419009	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 426316	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Service Order No. 438799	0	Yes
Cytxera Communications, LLC	Chick-Fil-A, Inc.	Statement of Work - Execution Date - 02/12/2018	0	Yes
Cytxera Communications, LLC	Chick-fil-A, Inc.	Statement of Work - Execution Date - 06/01/2017	0	Yes
Cytxera Communications, LLC	Chick-Fil-A, Inc.	Statement of Work - Execution Date - 07/24/2019	0	Yes
Cytxera Communications, LLC	Chick-Fil-A, Inc.	Statement of Work - Execution Date - 07/24/2019	0	Yes
Cytxera Communications Canada, ULC	Children Believe	Service Agreement - YYZ1-A	0	Yes
Cytxera Comm. Canada, Inc.	Children Believe	Service Order - Execution Date - 04/27/2023	0	Yes
Cytxera Communications, LLC	Childrens Hospital of Orange County	Cytxera Master Services Agreement - Execution Date - 12/14/2018	0	Yes
Cytxera Communications, LLC	Childrens Hospital of Orange County	CYXTERA SERVICE SCHEDULE - Execution Date - 12/14/2018	0	Yes
Cytxera Communications, LLC	CHILDRENS HOSPITAL OF ORANGE COUNTY	Service Agreement - LAX3-A	0	Yes
Cytxera Communications, LLC	Childrens Hospital of Orange County	Service Order No. Q-00720-3 - Execution Date - 12/14/2018	0	Yes
Cytxera Communications, LLC	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Service Order - Effective Date - 01/10/2019	0	Yes
Cytxera Communications, LLC	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Service Order - Effective Date - 01/18/2019	0	Yes
Cytxera Communications, LLC	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Service Order - Effective Date - 04/08/2022	0	Yes
Cytxera Communications, LLC	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Service Order - Effective Date - 06/04/2019	0	Yes
Cytxera Communications, LLC	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Service Order - Effective Date - 12/14/2018	0	Yes
Cytxera Communications, LLC	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Service Order - Execution Date - 11/02/2022	0	Yes
Cytxera Data Centers, Inc	Chili Piper, Inc.	MASTER SUBSCRIPTION AGREEMENT	0	Yes
Cytxera Data Centers, Inc	Chili Piper, Inc.	Order Form for - Cytxera, Data Centers, Inc.	0	Yes
Cytxera Communications, LLC	China Mobile International	Service Agreement - EWR2-A	0	Yes
Cytxera Communications, LLC	China Mobile International	Service Agreement - SFO3-B	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Letter of Disconnect - Execution Date - 03/08/2023	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - CUS0014139	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 01/17/2020	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 02/27/2020	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 02/28/2020	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 05/07/2022	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 06/07/2022	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 06/12/2019	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 07/28/2020	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 08/06/2019	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 08/06/2019	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Effective Date - 10/25/2019	0	Yes
Cytxera Communications, LLC	China Mobile International (USA) Inc.	Service Order - Execution Date - 03/08/2023	0	Yes
Cytxera Communications, LLC	China Mobile International (USA), Inc.	Service Order No. Q-06368-2 - Execution Date - 01/21/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Assignment and Assumption Agreement - Execution Date - 07/02/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Agreement - S639085	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Agreement - SFO2-B	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - CUS0035565	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - CUS0035565	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - CUS0035565	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - CUS0071474	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 02/14/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 04/30/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 05/10/2022	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 05/13/2022	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 05/21/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 05/31/2021	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 06/02/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 06/02/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 06/14/2022	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 06/20/2022	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 06/29/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 07/09/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 07/28/2021	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 07/30/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 07/31/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 08/16/2018	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 09/18/2018	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 09/20/2018	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 09/28/2020	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 10/10/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 10/28/2019	0	Yes
Cytxera Communications, LLC	China Telecom (Americas) Corporation	Service Order - Effective Date - 12/13/2018	0	Yes
Cytxera Communications, LLC	Chipotle Mexican Grill	Amendment - Execution Date - 03/06/2013	0	Yes
Cytxera Communications, LLC	Chipotle Mexican Grill	LOA - Effective Date - 05/21/2020	0	Yes
Cytxera Communications, LLC	CHIPOTLE MEXICAN GRILL	Service Agreement - DEN1-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Clark Nexsen Architecture & Engineering	Amendment No. 2 to CenturyLink Total Advantage Agreement	0	Yes
Cyxtera Communications, LLC	CLARKE POWER SERVICES INC	Service Agreement - CMH1-A	0	Yes
Cyxtera Communications, LLC	CLARKE POWER SERVICES INC	Service Order - Effective Date - 02/21/2022	0	Yes
Cyxtera Communications, LLC	CLARKE POWER SERVICES INC	Service Order - Effective Date - 03/16/2022	0	Yes
Cyxtera Communications, LLC	CLARKE POWER SERVICES INC	Service Order - Effective Date - 06/24/2021	0	Yes
Cyxtera Communications, LLC	CLARKE POWER SERVICES INC	Service Order - Effective Date - 10/12/2021	0	Yes
Cyxtera Communications, LLC	CLARKE POWER SERVICES INC	Service Order - Effective Date - 10/21/2021	0	Yes
Cyxtera Technologies, Inc	Classic Automation LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Classic Automation LLC	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Communications Canada, ULC	Clay County Rural Telephone Cooperative,	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	Clay County Rural Telephone Cooperative,	Service Order - Effective Date - 08/20/2021	0	Yes
Cyxtera Comm. Canada, Inc.	Clay County Rural Telephone Cooperative,	Service Order - Effective Date - 08/31/2021	0	Yes
Cyxtera Communications, LLC	Clearsulting LLC	Confidentiality and Non-Disclosure Agreement	0	Yes
Cyxtera Technologies, Inc	Clearsulting LLC	Statement of Work	0	Yes
Cyxtera Communications, LLC	Clearwater Paper Corporation	Service Agreement - PHX1-A	0	Yes
Cyxtera Communications, LLC	Clearwater Paper Corporation	Service Agreement - PHX1-C	0	Yes
Cyxtera Communications, LLC	Clearwater Paper Corporation	Service Order - Effective Date - 03/07/2022	0	Yes
Cyxtera Communications, LLC	Clearwater Paper Corporation	Service Order - Effective Date - 07/16/2019	0	Yes
Cyxtera Communications, LLC	Clearwater Paper Corporation	Service Order - Effective Date - 09/16/2022	0	Yes
Cyxtera Communications, LLC	Clearwater Paper Corporation	Service Order - Execution Date - 09/16/2022	0	Yes
Cyxtera Communications, LLC	Clearwire - ITO	Service Agreement - S629652	0	Yes
Cyxtera Communications, LLC	Cleco Corporate Holdings LLC	Service Agreement - IAD1-E	0	Yes
Cyxtera Communications, LLC	Cleco Corporate Holdings LLC	Service Order - Effective Date - 11/10/2020	0	Yes
Cyxtera Technologies, Inc	CLEVELAND ELECTRIC COMPANY	Vendor agreement dated 07 / 14 / 2023	0	Yes
Cyxtera Communications, LLC	Click4Care	Agreement - Non Master - Execution Date - 05/31/2007	0	Yes
Cyxtera Communications, LLC	Click4Care	Amendment - Execution Date - 03/03/2011	0	Yes
Cyxtera Communications, LLC	Click4care	Amendment - Execution Date - 07/24/2008	0	Yes
Cyxtera Communications, LLC	Click4care	Amendment No. 1 to Qwest Total Advantage Agreement - DN	0	Yes
Cyxtera Communications, LLC	Click4care	Amendment No. 3 to Qwest Total Advantage Agreement - DN	0	Yes
Cyxtera Communications, LLC	CLICK4CARE	Service Agreement - CMH1-A	0	Yes
Cyxtera Communications, LLC	Click4care	Service Order No. 387536 - Execution Date - 11/14/2014	0	Yes
Cyxtera Communications, LLC	Client Connect, Inc.	Service Agreement - S638104	0	Yes
Cyxtera Communications Canada, ULC	Clochase Inc.	Service Agreement - S629799	0	Yes
Cyxtera Communications, LLC	Clockspring Inc.	Service Agreement - IAD1-B	0	Yes
Cyxtera Communications, LLC	Clockspring Inc.	Service Order - Effective Date - 03/28/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Cloudflare	Letter of Disconnect - Execution Date - 05/16/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Letter of Disconnect - Execution Date - 05/31/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Letter of Disconnect - Execution Date - 10/18/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Cloudflare	Service Order - Execution Date - 01/26/2023	0	Yes
Cyxtera Comm. Canada, Inc.	Cloudflare	Service Order - Execution Date - 02/09/2023	0	Yes
Cyxtera Comm. Canada, Inc.	Cloudflare	Service Order - Execution Date - 02/28/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/06/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/06/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/06/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/06/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/06/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/17/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/23/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/24/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/24/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/24/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/24/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/27/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 03/30/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 04/19/2023	0	Yes
Cyxtera Comm. Canada, Inc.	Cloudflare	Service Order - Execution Date - 05/16/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 05/18/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 05/31/2023	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 10/10/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 10/10/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 10/18/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 10/19/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 12/05/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 12/07/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare	Service Order - Execution Date - 12/15/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - CUS0017231	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - CUS0017231	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - CUS0017231	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - CUS0073638	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - Effective Date - 02/03/2021	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - Effective Date - 02/12/2021	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - Effective Date - 03/09/2022	0	Yes
Cyxtera Communications, LLC	Cloudflare - US	Service Order - Effective Date - 04/07/2021	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Coach USA	Service Order - Effective Date - 03/30/2021	0	Yes
Cyxtera Communications, LLC	Coach USA	Service Order No. 824173 - Execution Date - 01/04/2018	0	Yes
Cyxtera Technologies, LLC	Coalfire Systems, Inc.	Service Order	0	Yes
Cyxtera Technologies, LLC	Coalfire Systems, Inc.	Service Order	0	Yes
Cyxtera Communications, LLC	Coastline Technology Group, LLC.	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	Coastline Technology Group, LLC.	Service Order - Effective Date - 06/28/2022	0	Yes
Cyxtera Communications, LLC	Coastline Technology Group, LLC.	Service Order - Execution Date - 03/08/2023	0	Yes
Cyxtera Communications, LLC	Coaxis International, Inc.	Addendum - Execution Date - 04/26/2017	0	Yes
Cyxtera Communications, LLC	Coaxis International, Inc.	Addendum - Execution Date - 04/26/2017	0	Yes
Cyxtera Communications, LLC	Coaxis International, Inc.	Master Services Agreement - Execution Date - 04/26/2017	0	Yes
Cyxtera Communications, LLC	Coaxis International, Inc.	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	Coborn's Incorporated	Service Order - Effective Date - 05/05/2021	0	Yes
Cyxtera Communications, LLC	Coborn's Incorporated	Service Order - Effective Date - 05/05/2021	0	Yes
Cyxtera Communications, LLC	Coborn's Incorporated	Service Order - Effective Date - 06/05/2019	0	Yes
Cyxtera Communications, LLC	Coborn's, Incorporated	Service Agreement - MSP1-A	0	Yes
Cyxtera Communications, LLC	Coca-Cola - KO - Freestyle TFS	Service Agreement - S630429	0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida Amendment No. 1 to CenturyLink Total Advantage Agreemen		0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida Amendment No. 2 to CenturyLink Total Advantage Agreemen		0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida Amendment No. 3 to CenturyLink Total Advantage Agreemen		0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida CenturyLink Total Advantage Agreement - EZ - Monthly Asses		0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida Non-Standard Pricing Change Order (PCO) to CenturyLink Tot		0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida Non-Standard Pricing Change Order (PCO) to CenturyLink Tot		0	Yes
Cyxtera Communications, LLC	Coca-Cola Bottling Company of Central Florida Service Agreement - TPA1-A		0	Yes
Cyxtera Communications, LLC	Coca-Cola Canada Bottling Limited	Service Agreement - YYZ2-A	0	Yes
Cyxtera Communications, LLC	Coca-Cola Canada Bottling Limited	Service Order - Effective Date - 05/07/2021	0	Yes
Cyxtera Communications, LLC	Coca-Cola Canada Bottling Limited	Service Order - Effective Date - 05/10/2021	0	Yes
Cyxtera Communications, LLC	Coca-Cola Canada Bottling Limited	Service Order - Execution Date - 02/28/2023	0	Yes
Cyxtera Communications Canada, ULC	Cogeco Peer 1 (Canada) Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Communications Canada, ULC	Cogeco Peer 1 (Canada) Inc.	Service Agreement - YYZ2-A	0	Yes
Cyxtera Communications, LLC	Cogent	Cogent Network Services Addendum North America (3/24/21	0	Yes
Cyxtera Communications, LLC	Cogent	Cogent Network Services Terms and Conditions North Americ	0	Yes
Cyxtera Comm. Canada, Inc.	Cogent Canada, Inc.	Order - Execution Date - 01/30/2018	0	Yes
Cyxtera Communications Canada, ULC	Cogent Canada, Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	Cogent Canada, Inc.	Service Order - Effective Date - 05/26/2020	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	LOA - Effective Date - 09/24/2018	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	LOA - Effective Date - 12/05/2018	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	LOA - Effective Date - 12/05/2018	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - ABQ1-B	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - BOS1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - BOS1-B	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - CMH1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - DEN2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - EWR1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - EWR2-C	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - EWR3-B	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - IAD1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - IAD1-C	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - IAD1-F	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - IAD2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - LAX1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - LAX2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - MSP1-B	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - ORD2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - PHX2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - SEA1-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - SEA2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - SFO1-B	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - SFO2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - SFO3-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - SFO4-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications Canada, ULC	Cogent Communications Inc.	Service Agreement - YYZ2-A	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0004759	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0004759	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0004759	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0005128	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0005129	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0006483	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0006483	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0006483	0	Yes
Cyxtera Communications, LLC	Cogent Communications Inc.	Service Order - CUS0006483	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/11/2019	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/14/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/20/2019	0	Yes
Cytera Communications, LLC	COMPREHENSIVE HEALTH MGMT	Service Order - Effective Date - 12/28/2020	0	Yes
Cytera Communications, LLC	Comprehensive Health Mgmt	Service Order No. 352418 - Execution Date - 10/30/2014	0	Yes
Cytera Communications, LLC	Comprehensive Health Mgmt	Service Order No. 797277 - Execution Date - 01/13/2017	0	Yes
Cytera Communications, LLC	Comprehensive Health Mgmt	Service Order No. 799815 - Execution Date - 01/12/2017	0	Yes
Cytera Communications, LLC	Comprehensive Health Mgmt	Service Order No. 800352 - Execution Date - 02/10/2017	0	Yes
Cytera Communications, LLC	Comprehensive Health Mgmt	Service Order No. 801629 - Execution Date - 02/10/2017	0	Yes
Cytera Technologies, Inc	Compute North Holdings, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Agreement - Non Master - Effective Date - 09/16/2019	0	Yes
Cytera Communications, LLC	comScore, Inc.	Amendment - Effective Date - 07/10/2017	0	Yes
Cytera Communications, LLC	comScore, Inc.	Amendment - Effective Date - 07/29/2016	0	Yes
Cytera Communications, LLC	comScore, Inc.	Amendment - Effective Date - 11/29/2017	0	Yes
Cytera Communications, LLC	comScore, Inc.	Letter of Disconnect - Execution Date - 01/20/2023	0	Yes
Cytera Communications, LLC	comScore, Inc.	Master Services Agreement - Effective Date - 02/26/2010	0	Yes
Cytera Communications, LLC	comScore, Inc.	Order - Execution Date - 03/25/2018	0	Yes
Cytera Communications, LLC	comScore, Inc.	Order - Execution Date - 04/27/2017	0	Yes
Cytera Communications, LLC	comScore, Inc.	Order - Execution Date - 08/07/2014	0	Yes
Cytera Communications, LLC	comScore, Inc.	QUOTE1169835-001.SignedImage	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - CUS0005217	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - CUS0014208	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Effective Date - 03/25/2019	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Effective Date - 06/17/2019	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Effective Date - 06/27/2019	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Effective Date - 08/20/2019	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Effective Date - 09/04/2018	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Execution Date - 01/11/2012	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Execution Date - 01/27/2023	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Execution Date - 10/28/2022	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Execution Date - 10/28/2022	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Execution Date - 10/28/2022	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order - Execution Date - 10/28/2022	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order No. 816842 - Execution Date - 09/08/2017	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order No. 93452 - Execution Date - 02/28/2013	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Order No. Q-10212-1 - Execution Date - 03/22/2019	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	comScore, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	Comverse, Inc	Service Agreement - S628899	0	Yes
Cytera Communications, LLC	CONA - CCBCC	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA - CCBCC	Service Order - Effective Date - 09/13/2021	0	Yes
Cytera Communications, LLC	CONA - United	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA - United	Service Order - Effective Date - 10/20/2021	0	Yes
Cytera Communications, LLC	Cona Heartland	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Cona Heartland	Service Order - Effective Date - 05/13/2022	0	Yes
Cytera Communications, LLC	Cona Heartland	Service Order - Effective Date - 07/20/2022	0	Yes
Cytera Communications, LLC	Cona Heartland	Service Order - Effective Date - 07/21/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC	Letter of Disconnect - Execution Date - 05/25/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - CUS0015729	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - CUS0015729	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 01/20/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 02/07/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 02/12/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 02/28/2020	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 05/24/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 07/31/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 08/06/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 08/18/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 10/01/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 10/28/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 11/08/2018	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 12/10/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 12/20/2019	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Effective Date - 12/22/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 02/22/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 03/02/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 03/20/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 04/18/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 05/25/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 05/31/2023	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 08/22/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC	Service Order - Execution Date - 10/18/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC - BSNA	Service Order - Effective Date - 03/02/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC - BSNA	Service Order - Effective Date - 12/21/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC - BSNA	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC - CCSWB	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC - CCSWB	Service Order - CUS0065782	0	Yes
Cytera Communications, LLC	CONA Services LLC - CCSWB	Service Order - CUS0065782	0	Yes
Cytera Communications, LLC	CONA Services LLC - CCSWB	Service Order - Effective Date - 01/19/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC - CCSWB	Service Order - Effective Date - 10/07/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC - Northeast	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC - Northeast	Service Order - Effective Date - 01/20/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC - Northeast	Service Order - Effective Date - 04/12/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC - Northeast	Service Order - Effective Date - 06/28/2022	0	Yes
Cytera Communications, LLC	CONA Services LLC - Swire	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC - Swire	Service Order - Effective Date - 07/30/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC - Swire	Service Order - Effective Date - 10/13/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC - Swire	Service Order - Effective Date - 10/13/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC ? Abarta	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC ? Liberty	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC Florida Coke	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	CONA Services LLC Florida Coke	Service Order - Effective Date - 03/24/2021	0	Yes
Cytera Communications, LLC	CONA Services LLC Florida Coke	Service Order - Effective Date - 06/12/2020	0	Yes
Cytera Communications, LLC	CONA Services LLC Florida Coke	Service Order - Effective Date - 12/21/2020	0	Yes
Cytera Communications, LLC	CONA Services, LLC	Service Order No. Q-20121-1 - Execution Date - 12/20/2019	0	Yes
Cytera Communications, LLC	Concentrics, Inc.	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Concentrics, Inc.	Service Order - Effective Date - 03/02/2021	0	Yes
Cytera Communications, LLC	Concentrics, Inc.	Service Order - Effective Date - 11/04/2021	0	Yes
Cytera Communications, LLC	Concentrics, Inc.	Service Order - Execution Date - 01/13/2023	0	Yes
Cytera Communications, LLC	Concentrics, Inc.	Service Order - Execution Date - 01/13/2023	0	Yes
Cytera Communications, LLC	Concentrics, Inc.	Service Order - Execution Date - 09/28/2022	0	Yes
Cytera Technologies, Inc	Concur Technologies, Inc.	Order Form	0	Yes
Cytera Technologies, LLC	Concur Technologies, Inc.	Order Form	0	Yes
Cytera Communications, LLC	Conduit LTD	Service Order - Effective Date - 02/20/2020	0	Yes
Cytera Communications, LLC	Conduit LTD	Service Order - Effective Date - 08/15/2018	0	Yes
Cytera Communications, LLC	Conduit LTD	Service Order - Effective Date - 11/12/2018	0	Yes
Cytera Communications, LLC	Conduit, Ltd.	Order - Execution Date - 05/21/2018	0	Yes
Cytera Technologies, LLC	Connected2Fiber, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	Connected2Fiber, Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Management Inc	Connected2Fiber, Inc.	SaaS Order Form	0	Yes
Cytera Management Inc	Connected2Fiber, Inc.	SaaS Order Form	0	Yes
Cytera Communications, LLC	ConnectWise - LabTech	Service Agreement - S638243	0	Yes
Cytera Communications, LLC	Consolidated Communications Enterprises	Service Order - Effective Date - 04/28/2020	0	Yes
Cytera Communications, LLC	Consolidated Communications Enterprises Ser	Service Agreement - MSP1-B	0	Yes
Cytera Technologies, LLC	Consolidated Disposable Service, LLC d/b/a Re	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Consolidated Disposable Service, LLC d/b/a Re	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Consolidated Disposal Service, LLC DBA Allied	Amendment No.1 to Cytera Procurement Standard Terms ar	0	Yes
Cytera Communications, LLC	Consolidated Disposal Service, LLC DBA Allied	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Constellation NewEnergy, Inc.	Master Electricity Supply Agreement	0	Yes
Cytera Communications Canada, ULCL	Constellation Financial Systems	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 02/28/2017	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 06/16/2017	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 09/19/2007	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 09/29/2016	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 09/30/2016	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 10/31/2016	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 11/23/2016	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Agreement - Non Master - Execution Date - 12/03/2015	0	Yes
Cytera Communications, LLC	Constellation HomeBuilder Systems	Amendment - Execution Date - 01/15/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	ConvergeOne	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	ConvergeOne Corp IT Data Center	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	ConvergeOne Corp IT Data Center	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	ConvergeOne, Inc.	Order - Execution Date - 07/24/2017	0	Yes
Cytera Communications, LLC	ConvergeOne, Inc.	Order - Execution Date - 07/31/2017	0	Yes
Cytera Technologies, LLC	Convergent Technologies LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, LLC	Convergent Technologies LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	Convergent Technologies LLC	Vendor agreement dated 09 / 06 / 2023	173,230	Yes
Cytera Technologies, Inc	Convergent Technologies Ltd Canada	Vendor agreement dated 07 / 24 / 2023	2,063	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Addendum - Execution Date - 02/13/2013	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Order - Execution Date - 03/23/2013	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Order - Execution Date - 05/16/2013	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Savvis Service Schedule - Execution Date - 01/04/2013	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Savvis SLA Attachment - Colocation - Execution Date - 02/13/0	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Savvis SLA Attachment - Colocation/Internet Connection SLA - 0	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Savvis SLA Attachment - Savvis Temperature and Humidity SL 0	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Service Order No. 248061 - Execution Date - 02/13/2013	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Service Order No. 97081 - Execution Date - 12/28/2012	0	Yes
Cytera Communications, LLC	Convoke Media, Inc. dba Convoke Systems	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 03/31/2020	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 03/31/2020	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 10/15/2018	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 10/15/2018	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 10/25/2019	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Communications, LLC	Convoke, Inc.	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Communications, LLC	Cooley LLP	LOA - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Agreement - DEN2-A	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Agreement - LHR1-B	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Agreement - SIN2-A	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - CUS0018707	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 01/18/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 02/04/2020	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 02/04/2020	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 03/28/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 04/10/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 04/12/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 04/12/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 06/11/2020	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 08/10/2018	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 08/23/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 08/23/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 09/28/2020	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 09/28/2020	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 09/28/2020	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 11/12/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 11/12/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 12/12/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Effective Date - 12/20/2019	0	Yes
Cytera Communications, LLC	Cooley LLP	Service Order - Execution Date - 05/25/2023	0	Yes
Cytera Communications, LLC	Cooley, LLP	Order - Execution Date - 05/21/2018	0	Yes
Cytera Communications, LLC	Cooley, LLP	Order - Execution Date - 06/01/2017	0	Yes
Cytera Communications, LLC	Cooley, LLP	Service Order No. 829009 - Execution Date - 03/15/2018	0	Yes
Cytera Communications, LLC	Cooley, LLP	Service Order No. 818429 - Execution Date - 10/11/2017	0	Yes
Cytera Communications, LLC	Cooley, LLP	Service Order No. 824535 - Execution Date - 12/26/2017	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Letter of Disconnect - Execution Date - 04/18/2023	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Agreement - PHX10-A	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Order - CUS0008611	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Order - CUS0008611	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Order - CUS0012806	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Order - Effective Date - 02/15/2019	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Order - Effective Date - 05/08/2019	0	Yes
Cytera Communications, LLC	CopperPoint Mutual Insurance Company	Service Order - Execution Date - 04/18/2023	0	Yes
Cytera Communications, LLC	Corasworks	Service Agreement - S629163	0	Yes
Cytera Comm. Canada, Inc.	Core 7 Technologies Inc.	Collocated Hosting Solutions Service Order - Execution Date - 0	0	Yes
Cytera Communications Canada, ULC	Core 7 Technologies Inc.	Service Agreement - YYZ1-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Comm. Canada, Inc.	Core 7 Technologies Inc.	Service Order - CUS0003644	0	Yes
Cytera Comm. Canada, Inc.	Core 7 Technologies Inc.	Service Order - Effective Date - 01/16/2020	0	Yes
Cytera Communications, LLC	CORE Institute	Agreement - Non Master - Execution Date - 07/22/2013	0	Yes
Cytera Communications, LLC	Core Institute	Agreement - Non Master - Execution Date - 09/14/2016	0	Yes
Cytera Communications, LLC	Core Institute	Amendment - Execution Date - 01/26/2016	0	Yes
Cytera Communications, LLC	Core Institute	Amendment - Execution Date - 04/30/2018	0	Yes
Cytera Communications, LLC	Core Institute	Amendment - Execution Date - 06/24/2016	0	Yes
Cytera Communications, LLC	Core Institute	Amendment - Execution Date - 06/24/2016	0	Yes
Cytera Communications, LLC	Core Institute	Amendment - Execution Date - 07/28/2017	0	Yes
Cytera Communications, LLC	Core Institute	Amendment - Execution Date - 12/01/2016	0	Yes
Cytera Communications, LLC	Core Institute	Amendment No. 2 to CenturyLink Interstate Private Line and .0	0	Yes
Cytera Communications, LLC	Core Institute	Amendment No. 3 to CenturyLink Interstate Private Line and .0	0	Yes
Cytera Communications, LLC	CORE Institute	Amendment No. 5 to CenturyLink Total Advantage Agreemen 0	0	Yes
Cytera Communications, LLC	CORE Institute	Amendment No. 6 to CenturyLink Total Advantage Agreemen 0	0	Yes
Cytera Communications, LLC	Core Institute	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	CORE Institute	CenturyLink Total Advantage Non-Standard Pricing Change Oi 0	0	Yes
Cytera Communications, LLC	CORE Institute	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0	0	Yes
Cytera Communications, LLC	CORE Institute	Order - Execution Date - 07/19/2016	0	Yes
Cytera Communications, LLC	CORE Institute	Order - Execution Date - 08/22/2012	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Agreement - PHX11-A	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Agreement - PHX2-A	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - CUS0021828	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 02/27/2020	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 03/28/2019	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 04/25/2022	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 05/16/2019	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 06/27/2019	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 10/22/2018	0	Yes
Cytera Communications, LLC	CORE INSTITUTE	Service Order - Effective Date - 10/25/2018	0	Yes
Cytera Communications, LLC	Core Institute	Service Order - Execution Date - 11/30/2017	0	Yes
Cytera Communications, LLC	Core Institute	Service Order No. 815395 - Execution Date - 08/01/2017	0	Yes
Cytera Communications, LLC	Core Institute	Service Order No. 834247 - Execution Date - 06/21/2018	0	Yes
Cytera Communications, LLC	Core Lane Technologies from Veros Credit	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Corelogic LLC	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Corelogic LLC	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Corelogic Solutions, LLC	Service Order - Effective Date - 03/19/2020	0	Yes
Cytera Communications, LLC	Corelogic Solutions, LLC	Service Order - Effective Date - 09/27/2021	0	Yes
Cytera Communications, LLC	CoreLogic Solutions, LLC	Service Order - Effective Date - 09/27/2021	0	Yes
Cytera Communications, LLC	Corelogic Solutions, LLC	Service Order - Effective Date - 12/05/2019	0	Yes
Cytera Communications, LLC	CoreLogic Solutions, LLC	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Communications, LLC	CoreLogic Solutions, LLC	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Communications, LLC	Core-Mark International	Service Agreement - S638071	0	Yes
Cytera Technologies, Inc	CoreTrust	Amendment to Participation Agreement to Add/Remove Cate 0	0	Yes
Cytera Technologies, Inc	CoreTrust, a division of HealthTrust Purchasing	Participation Agreement	0	Yes
Cytera Technologies, Inc	CoreWeave	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Agreement - Non Master - Effective Date - 03/02/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Order - Effective Date - 09/02/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Other - Effective Date - 05/31/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Agreement - ATL1-B	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Agreement - EWR2-D	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - CUS0061874	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - CUS0062879	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - CUS0073465	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 05/19/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 06/07/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 06/22/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 06/22/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 06/22/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 06/28/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 07/14/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 07/19/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 07/19/2022	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 07/26/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 09/22/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 11/08/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 12/07/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Effective Date - 12/20/2021	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 01/09/2023	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 02/23/2023	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 02/28/2023	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 03/10/2023	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 03/10/2023	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 03/13/2023	0	Yes
Cytera Communications, LLC	CoreWeave, Inc.	Service Order - Execution Date - 03/27/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Cutler Group, LP	Service Order No. 256255 - Execution Date - 04/11/2013	0	Yes
Cytera Communications, LLC	Cutler Group, LP	Service Order No. 280729 - Execution Date - 08/30/2013	0	Yes
Cytera Communications, LLC	Cutler Group, LP	Service Order No. 285784 - Execution Date - 10/07/2013	0	Yes
Cytera Communications, LLC	CVM Solutions, Inc.	Savvis Hosting/Colocation Service Schedule - Execution Date - 0	0	Yes
Cytera Communications, LLC	CVM Solutions, Inc.	Savvis Master Services Agreement - Execution Date - 02/24/20	0	Yes
Cytera Communications, LLC	CVM Solutions, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Cvm Solutions, Inc.	Service Order No. 290099 - Execution Date - 11/15/2013	0	Yes
Cytera Federal Group, Inc	Cyber Seven Technologies LLC	Agent Referral Agreement	0	Yes
Cytera Comm. Canada, Inc.	Cyberfortress	Colocation Service Schedule - Execution Date - 02/21/2023	0	Yes
Cytera Comm. Canada, Inc.	Cyberfortress	Master Agreement - Execution Date - 02/21/2023	0	Yes
Cytera Comm. Canada, Inc.	Cyberfortress	Partial A&AA from Electric Mail - Execution Date - 03/21/202	0	Yes
Cytera Comm. Canada, Inc.	Cyberfortress	Q-50410 - Execution Date - 12/20/2022	0	Yes
Cytera Communications Canada, ULC	Cyberfortress	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Cyberfortress	Service Order - Execution Date - 12/20/2022	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Agreement - Non Master - Execution Date - 06/17/2016	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Order - Execution Date - 06/20/2016	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Order - Execution Date - 08/02/2016	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 06/02/2022	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 06/02/2022	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 06/16/2022	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 06/21/2022	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 07/27/2020	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 07/30/2020	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 07/31/2020	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 10/14/2020	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order - Effective Date - 11/18/2020	0	Yes
Cytera Communications, LLC	CyberReef Solutions	Service Order No. 730368 - Execution Date - 08/02/2016	0	Yes
Cytera Communications, LLC	Cybersource	Service Agreement - LHR3-A	0	Yes
Cytera Communications, LLC	Cybersource	Service Agreement - S628872	0	Yes
Cytera Communications, LLC	Cybersource	Service Order - CUS0069573	0	Yes
Cytera Communications, LLC	Cybersource	Service Order - Effective Date - 04/07/2022	0	Yes
Cytera Communications, LLC	Cybertrust, Inc.	Service Agreement - S629066	0	Yes
Cytera Communications, LLC	Cybertrust, Inc.	Service Agreement - S629154	0	Yes
Cytera Communications, LLC	CyGlass, Inc.	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	CyGlass, Inc.	Service Order - Effective Date - 12/30/2021	0	Yes
Cytera Communications, LLC	Cyntron Payroll Solutions	Amendment No. 1 to CENTURYLINK TOTAL ADVANTAGE AGR	0	Yes
Cytera Communications, LLC	Cyntron Payroll Solutions	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	CYNTRON PAYROLL SOLUTIONS	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Cyntron Payroll Solutions	Service Order - Effective Date - 01/27/2022	0	Yes
Cytera Communications, LLC	Cyntron Payroll Solutions	Service Order - Effective Date - 04/10/2019	0	Yes
Cytera Communications, LLC	Cyntron Payroll Solutions	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Communications, LLC	Cyntron Payroll Solutions	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Order - CUS0007363	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Order - Effective Date - 01/11/2019	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Order - Effective Date - 01/13/2020	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Order - Effective Date - 04/07/2022	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Order - Effective Date - 06/05/2019	0	Yes
Cytera Communications, LLC	Cyprus Credit Union	Service Order - Effective Date - 10/22/2019	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Letter of Disconnect - Execution Date - 03/14/2023	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Agreement - PHX11-A	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Order - Effective Date - 03/11/2020	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Order - Effective Date - 10/02/2019	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Order - Effective Date - 10/02/2019	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Order - Execution Date - 01/12/2023	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Order - Execution Date - 01/12/2023	0	Yes
Cytera Communications, LLC	CYRACOM INTERNATIONAL INC	Service Order - Execution Date - 03/14/2023	0	Yes
Cytera Netherlands B.V	CyrusOne	LOA - Effective Date - 08/19/2021	0	Yes
Cytera Netherlands B.V	CyrusOne	Service Order - CUS0058737	0	Yes
Cytera Netherlands B.V	CyrusOne	Service Order - Effective Date - 08/19/2021	0	Yes
Cytera Netherlands B.V	CyrusOne	Service Order - Effective Date - 08/31/2021	0	Yes
Cytera Communications, LLC	Cytracom LLC	Letter of Disconnect - Execution Date - 01/27/2023	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	Cytracom LLC	Service Order - Execution Date - 01/27/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/18/2020	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/18/2020	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/22/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/22/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 11/24/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 12/03/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 12/03/2021	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Effective Date - 12/20/2019	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 01/17/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 01/27/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 02/07/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 02/08/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 02/09/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 03/02/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 03/13/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 03/29/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 04/19/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 04/19/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 04/19/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 04/26/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 05/02/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 05/04/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 05/05/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 05/15/2023	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 08/18/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 08/24/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 10/27/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 10/27/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 11/16/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 12/01/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 12/01/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 12/05/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited	Service Order - Execution Date - 12/22/2022	0	Yes
Cytera Communications, LLC	DataCamp Limited - ATL1	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	DataCamp Limited - DEN1	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	DataCamp Limited - FRA2	Service Agreement - FRA2-A	0	Yes
Cytera Communications, LLC	DataCamp Limited - FRA2	Service Agreement - FRA2-B	0	Yes
Cytera Communications, LLC	DataCamp Limited - IAD1	Service Agreement - IAD1-F	0	Yes
Cytera Communications, LLC	DataCamp Limited - LAX1	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	DataCamp Limited - SEA1	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	DataCamp Limited - SFO1	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	DATA CARE CORPORATION	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	DATA CARE CORPORATION	Service Level Agreement	0	Yes
Cytera Communications, LLC	DATA CARE CORPORATION	Service Level Agreement	0	Yes
Cytera Technologies, Inc	datacenterHawk LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	datacenterHawk LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Management Inc	datacenterHawk LLC	Subscription Agreement	0	Yes
Cytera Technologies, Inc	datacenterhawk, LLC	REFERRAL AGREEMENT	0	Yes
Cytera Technologies, Inc	datacenterHawk, LLC	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Order - Effective Date - 02/22/2022	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Order - Effective Date - 02/22/2022	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Order - Effective Date - 10/27/2021	0	Yes
Cytera Communications, LLC	Datacomm Networks, Inc	Service Order - Effective Date - 12/14/2020	0	Yes
Cytera Communications, LLC	Datacraft Inc.	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Datacraft Inc.	Service Order - CUS0073550	0	Yes
Cytera Communications, LLC	Datacraft Inc.	Service Order - Effective Date - 06/27/2022	0	Yes
Cytera Communications Canada, ULC	Datagardens, Inc. (H908)	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Datagardens, Inc. (H908)	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Dataprise	Order Form - Execution Date - 12/03/2009	0	Yes
Cytera Communications, LLC	Dataprise	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Dataprise, Inc.	Letter of Disconnect - Execution Date - 04/26/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Dataprise, Inc.	Service Order - Effective Date - 03/14/2019	0	Yes
Cytera Communications, LLC	Dataprise, Inc.	Service Order - Effective Date - 05/01/2019	0	Yes
Cytera Communications, LLC	Dataprise, Inc.	Service Order - Effective Date - 12/04/2018	0	Yes
Cytera Communications, LLC	Dataprise, Inc.	Service Order - Effective Date - 12/30/2021	0	Yes
Cytera Communications, LLC	Dataprise, Inc.	Service Order - Execution Date - 04/26/2023	0	Yes
Cytera Communications, LLC	DataSeers	Cytera Master Services Agreement - Execution Date - 09/24/0	0	Yes
Cytera Communications, LLC	DataSeers	CYTERA SERVICE SCHEDULE - Execution Date - 09/24/2018	0	Yes
Cytera Communications, LLC	DataSeers	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - CUS0004793	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Effective Date - 02/25/2020	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Effective Date - 05/20/2022	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Execution Date - 01/10/2023	0	Yes
Cytera Communications, LLC	DataSeers	Service Order - Execution Date - 09/24/2018	0	Yes
Cytera Technologies, LLC	DataSpan Holdings, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	DataSpan Holdings, Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	DataSpan Holdings, Inc.	Vendor agreement dated 07 / 21 / 2023	70,051	Yes
Cytera Communications, LLC	Datastreams Global Inc	Letter of Disconnect - Execution Date - 02/07/2023	0	Yes
Cytera Communications, LLC	Datastreams Global Inc	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Datastreams Global Inc	Service Order - Effective Date - 06/17/2022	0	Yes
Cytera Communications, LLC	Datastreams Global Inc	Service Order - Execution Date - 02/07/2023	0	Yes
Cytera Data Centers, Inc	Datavision, Inc.	RESELLER AGREEMENT	0	Yes
Cytera Communications Canada, ULC	Datex Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Datex Inc.	Service Order - Effective Date - 05/11/2022	0	Yes
Cytera Comm. Canada, Inc.	Datex Inc.	Service Order - Effective Date - 06/17/2022	0	Yes
Cytera Comm. Canada, Inc.	Datex Inc.	Service Order - Effective Date - 12/03/2021	0	Yes
Cytera Communications, LLC	Dati Cloud LLC	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Dati Cloud LLC	Service Order - Effective Date - 02/27/2020	0	Yes
Cytera Communications, LLC	Dati Cloud LLC	Service Order - Effective Date - 02/27/2020	0	Yes
Cytera Communications, LLC	Dati Cloud LLC	Service Order - Effective Date - 02/27/2020	0	Yes
Cytera Communications, LLC	Dati Cloud LLC	Service Order - Effective Date - 10/27/2020	0	Yes
Cytera Communications, LLC	Dati Cloud LLC.	Letter of Disconnect - Execution Date - 02/02/2023	0	Yes
Cytera Communications, LLC	Dati Cloud LLC.	Service Order - Execution Date - 02/02/2023	0	Yes
Cytera Management Inc	David Keasey	Amendment to Employment Agreement dated March 24, 2020	0	Yes
Cytera Management Inc	David Keasey	Amendment to Employment Agreement dated May 19, 2022	0	Yes
Cytera Management Inc	David Keasey	Employment Agreement dated May 1, 2017	0	Yes
Cytera Technologies, Inc	David Keasey	Retention Bonus Agreement	0	Yes
Cytera Communications, LLC	Davidson Companies	Agreement - Non Master - Execution Date - 08/02/2016	0	Yes
Cytera Communications, LLC	Davidson Companies	Agreement - Non Master - Execution Date - 08/15/2017	0	Yes
Cytera Communications, LLC	Davidson Companies	Agreement - Non Master - Execution Date - 10/08/2013	0	Yes
Cytera Communications, LLC	Davidson Companies	Agreement - Non Master - Execution Date - 10/28/2016	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 01/02/2020	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 03/06/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 03/07/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 03/18/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 03/18/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 03/18/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 03/26/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 04/05/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 04/15/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 04/25/2016	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 04/26/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 05/08/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 05/22/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 05/30/2013	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 06/11/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 07/21/2017	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 07/29/2013	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 08/07/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 08/16/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 08/18/2013	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 09/11/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 10/23/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 10/24/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 11/08/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 11/16/2015	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 11/19/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 12/18/2019	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment - Execution Date - 12/31/2018	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment No. 1 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment No. 16 to CenturyLink Total Advantage Agreeeme	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment No. 17 to CenturyLink Total Advantage Agreeeme	0	Yes
Cytera Communications, LLC	Davidson Companies	Amendment No. 18 to CenturyLink Total Advantage Agreeeme	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Order - Execution Date - 06/16/2017	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Order - Effective Date - 02/12/2019	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Order - Effective Date - 11/05/2019	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Order - Execution Date - 01/31/2023	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Order - Execution Date - 01/31/2023	0	Yes
Cytera Communications, LLC	Digital Preservation Laboratories, Inc.	Service Order No. 816078 - Execution Date - 09/13/2017	0	Yes
Cytera Communications, LLC	Digital Realty Trust, Inc	INTERCONNECTION SERVICES AGREEMENT	31,377	Yes
Cytera Communications, LLC	Cytera Realty Trust, Inc	SECOND AMENDMENT TO INTERCONNECTION SERVICES AGR	0	Yes
Cytera Data Centers, Inc	Digital Realty Trust, Inc	SETTLEMENT AND RELEASE AGREEMENT	0	Yes
Cytera Communications, LLC	Digital Realty Trust, L.P. and Digital Realty Tru	First Amendment to Interconnection Services Agreement	0	Yes
Cytera Communications, LLC	Digital Realty Trust, L.P. and Digital Realty Tru	Interconnection Services Agreement	0	Yes
Cytera Communications, LLC	Digital Realty Trust, L.P. and Digital Realty Tru	Second Amendment to Interconnection Services Agreement	0	Yes
Cytera Communications, LLC	Digital Realty Trust, L.P. and Digital Realty Tru	Third Amendment to Interconnection Services Agreement	0	Yes
Cytera DC Holdings, Inc	Digital Singapore Jurong East Pte Ltd	Lease guarantee for 29A International Business Park, Singapo	0	Yes
Cytera Communications, LLC	Digital Space Park, LLC	1500 Space Park Drive, Santa Clara - PBB Lease	592,736	No
Cytera DC Holdings, Inc	Digital Space Park, LLC	Lease guarantee for 1500 Space Park Drive, Santa Clara - PBB	0	Yes
Cytera Communications, LLC	Digital Walsh 1, LLC	2401 Walsh Avenue, Santa Clara - PBB Lease	492,787	No
Cytera DC Holdings, Inc	Digital Walsh 1, LLC	Lease guarantee for 2401 Walsh Avenue, Santa Clara - PBB Le	0	Yes
Cytera Communications, LLC	Digital Walsh 2, LLC	2403 Walsh Avenue, Santa Clara - PBB Lease	318,297	No
Cytera DC Holdings, Inc	Digital Walsh 2, LLC	Lease guarantee for 2403 Walsh Avenue, Santa Clara - PBB Le	0	Yes
Cytera Communications, LLC	Digital Waltham, LLC	115 Second Avenue, Waltham - PBB Lease	898,583	Yes
Cytera DC Holdings, Inc	Digital Waltham, LLC	Lease guarantee for 115 Second Avenue, Waltham - PBB Leas	0	Yes
Cytera Communications, LLC	Digital Winona, LLC	3015 Winona Avenue, Burbank - PBB Lease	328,784	No
Cytera DC Holdings, Inc	Digital Winona, LLC	Lease guarantee for 3015 Winona Avenue, Burbank - PBB Lea	0	Yes
Cytera Comm. Canada, Inc.	Dillon Consulting Limited	Letter of Disconnect - Execution Date - 10/26/2022	0	Yes
Cytera Comm. Canada, Inc.	Dillon Consulting Limited	Letter of Disconnect - Execution Date - 10/26/2022	0	Yes
Cytera Communications Canada, ULC	Dillon Consulting Limited	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Dillon Consulting Limited	Service Order - Execution Date - 10/26/2022	0	Yes
Cytera Communications, LLC	Dinardo Design, LLC	Letter of Disconnect - Execution Date - 01/05/2023	0	Yes
Cytera Communications, LLC	Dinardo Design, LLC	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	Dinardo Design, LLC	Service Order - Effective Date - 11/03/2021	0	Yes
Cytera Communications, LLC	Dinardo Design, LLC	Service Order - Effective Date - 11/05/2021	0	Yes
Cytera Communications, LLC	Dinardo Design, LLC	Service Order - Execution Date - 01/05/2023	0	Yes
Cytera Communications, LLC	Diorite Capital	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Diorite Capital	Service Order - Effective Date - 10/29/2019	0	Yes
Cytera Communications, LLC	Diorite Capital	Service Order No. 249670 - Execution Date - 05/16/2013	0	Yes
Cytera Communications, LLC	Diorite Capital Management, LLC.	Letter of Disconnect - Execution Date - 05/01/2023	0	Yes
Cytera Communications, LLC	Diorite Capital Management, LLC.	Service Order - Execution Date - 05/01/2023	0	Yes
Cytera Technologies, LLC	Diperk Power Solutions	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, LLC	Diperk Power Solutions	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications Canada, ULC	Direct Energy	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Direct Energy	Service Order - Execution Date - 01/10/2011	0	Yes
Cytera Comm. Canada, Inc.	Direct Energy	Statement of Work - Execution Date - 09/23/2010	0	Yes
Cytera Communications, LLC	Direct Energy Business	Amendment to Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business	ELECTRICITY TRANSACTION CONFIRMATION	0	Yes
Cytera Communications, LLC	Direct Energy Business	ELECTRICITY TRANSACTION CONFIRMATION - Texas PowerPo	0	Yes
Cytera Communications, LLC	Direct Energy Business	ELECTRICITY TRANSACTION CONFIRMATION - Texas PowerPo	0	Yes
Cytera Communications, LLC	Direct Energy Business	ELECTRICITY TRANSACTION CONFIRMATION - Virginia Fixed P	0	Yes
Cytera Communications, LLC	Direct Energy Business	ELECTRICITY TRANSACTION CONFIRMATION - Virginia Fixed P	0	Yes
Cytera Communications, LLC	Direct Energy Business	EXHIBIT A PRICING ATTACHMENT TO THE TRANSACTION CON	0	Yes
Cytera Communications, LLC	Direct Energy Business	EXHIBIT A PRICING ATTACHMENT TO THE TRANSACTION CON	0	Yes
Cytera Communications, LLC	Direct Energy Business	Power Supply Coordination Service Agreement Texas	0	Yes
Cytera Communications, LLC	Direct Energy Business	Transaction Confirmation Amendment to the Transaction Cor	0	Yes
Cytera Communications, LLC	Direct Energy Business Marketing, LLC d/b/a D	Amendment to Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business Marketing, LLC d/b/a D	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business Marketing, LLC d/b/a D	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business Marketing, LLC d/b/a D	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Amendment to Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Commodity Master Agreement	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Electricity Transaction Confirmation	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Electricity Transaction Confirmation	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Electricity Transaction Confirmation	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Electricity Transaction Confirmation	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Transaction Confirmation	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Transaction Confirmation	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Transaction Confirmation Amendment	0	Yes
Cytera Communications, LLC	Direct Energy Business, LLC	Transaction Confirmation Amendment	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications Canada, ULC	Direct Energy Marketing Limited - Accounts Pa	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Direct Energy Marketing Limited -Accounts Pa	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Direct Energy Marketing Limited- Accounts Pa	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Direct Shot Distribution	Letter of Disconnect - Execution Date - 03/10/2023	0	Yes
Cytera Communications, LLC	Direct Shot Distribution	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Direct Shot Distribution	Service Order - Effective Date - 10/19/2018	0	Yes
Cytera Communications, LLC	Direct Shot Distribution	Service Order - Execution Date - 03/10/2023	0	Yes
Cytera Communications, LLC	DirectTV, LLC	LOA - Effective Date - 11/21/2019	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - CUS0028184	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 01/17/2019	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 01/18/2019	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 01/21/2020	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 02/21/2019	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 07/14/2020	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 07/15/2020	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 08/19/2022	0	Yes
Cytera Communications, LLC	DirectTV, LLC	Service Order - Effective Date - 11/21/2019	0	Yes
Cytera Communications, LLC	DirecTv	Amendment to License Agreement - Execution Date - 05/16/20	0	Yes
Cytera Communications, LLC	DirecTv	Amendment to License Agreement - Execution Date - 07/23/20	0	Yes
Cytera Communications, LLC	DirecTv	Amendment to License Agreement for Rooftop Antenna Spac	0	Yes
Cytera Communications, LLC	DirecTV	Hosting Order Form - Execution Date - 04/25/2011	0	Yes
Cytera Communications, LLC	DirecTV	Hosting Order Form - Execution Date - 06/13/2011	0	Yes
Cytera Communications, LLC	DirecTV	Internet Master Service Agreement (H2) or Qwest Total Adva	0	Yes
Cytera Communications, LLC	DirecTV	IP Services Questionnaire - Execution Date - 04/08/2014	0	Yes
Cytera Communications, LLC	Directv	Order - Execution Date - 01/19/2011	0	Yes
Cytera Communications, LLC	Directv	Order - Execution Date - 04/25/2011	0	Yes
Cytera Communications, LLC	Directv	Order - Execution Date - 06/09/2011	0	Yes
Cytera Communications, LLC	DirecTV	Order - Execution Date - 08/06/2009	0	Yes
Cytera Communications, LLC	DirecTV	Order - Execution Date - 11/26/2012	0	Yes
Cytera Communications, LLC	DIRECTV	Qwest Corporation Termination Liability Assessment (TLA) - E	0	Yes
Cytera Communications, LLC	DirecTv	Qwest Total Advantage Agreement Qwest IQ Analog and Digi	0	Yes
Cytera Communications, LLC	DIRECTV	Service Agreement - IAD3-A	0	Yes
Cytera Communications, LLC	DIRECTV	Service Order No. 246034 - Execution Date - 12/20/2012	0	Yes
Cytera Communications, LLC	DirecTv	Service Order No. 246942 - Execution Date - 01/07/2013	0	Yes
Cytera Communications, LLC	DirecTV	Untitled Document - Execution Date - 06/17/2014	0	Yes
Cytera Communications, LLC	DirecTV, LLC	Letter of Disconnect - Execution Date - 08/30/2022	0	Yes
Cytera Communications, LLC	DirecTV, LLC	Letter of Disconnect - Execution Date - 12/08/2022	0	Yes
Cytera Communications, LLC	DirecTV, LLC	Service Order - Execution Date - 08/19/2022	0	Yes
Cytera Communications, LLC	DirecTV, LLC	Service Order - Execution Date - 08/30/2022	0	Yes
Cytera Communications, LLC	DirecTV, LLC	Service Order - Execution Date - 12/08/2022	0	Yes
Cytera Communications Canada, ULC	Discovernet Limited	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Discovernet Limited	Service Order - Execution Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Discovery Communications LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Discovery Communications LLC	Statement of Work Non-Managed Software Installation - Exe	0	Yes
Cytera Communications, LLC	Distinguished Programs Group LLC	Service Order - Effective Date - 07/29/2022	0	Yes
Cytera Communications, LLC	Distinguished Programs Group LLC	Service Order - Effective Date - 08/07/2018	0	Yes
Cytera Communications, LLC	Distinguished Programs Group LLC	Service Order - Effective Date - 08/28/2020	0	Yes
Cytera Communications, LLC	Distinguished Programs Group LLC	Service Order - Effective Date - 12/06/2018	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Assignment of Non-Colocation Services - Execution Date - 03/	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AGREEMENT -	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis Master Services Agreement - Execution Date - 11/03/2	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis SLA Attachment - Colocation - Execution Date - 08/13/	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Agreement - EWR3-C	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 829064 - Execution Date - 07/10/2018	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 236911 - Execution Date - 10/12/2012	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 246501 - Execution Date - 02/14/2013	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 246506	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 591860 - Execution Date - 11/13/2015	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 816898 - Execution Date - 10/03/2017	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 824663 - Execution Date - 02/21/2018	0	Yes
Cytera Communications, LLC	Distinguished Programs Group, LLC	Service Order No. 829064 - Execution Date - 07/10/2018	0	Yes
Cytera Communications, LLC	District Medical Group	Amendment to the Agreement for Tariffed CenturyLink ISDN	0	Yes
Cytera Communications, LLC	District Medical Group	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	District Medical Group	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	District Medical Group	Order - Execution Date - 01/26/2018	0	Yes
Cytera Communications, LLC	District Medical Group	Order - Execution Date - 01/31/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	DocuSign, Inc.	Service Order No. 712568 - Execution Date - 08/03/2016	0	Yes
Cytera Communications, LLC	DocuSign, Inc.	Service Order No. 815476 - Execution Date - 08/24/2017	0	Yes
Cytera Communications, LLC	DocuSign, Inc.	Service Order No. 815780 - Execution Date - 08/24/2017	0	Yes
Cytera Communications, LLC	DocuSign, Inc.	Service Order No. 828155 - Execution Date - 04/05/2018	0	Yes
Cytera Communications, LLC	DocuSign, Inc.	Service Order No. Q-13502-1 - Execution Date - 03/25/2019	0	Yes
Cytera Communications, LLC	DocuSign, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	Dominos Pizza LLC	Service Agreement - FRA1-A	0	Yes
Cytera Communications, LLC	Dominos Pizza LLC	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Dominos Pizza LLC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Dominos Pizza LLC	Service Agreement - IAD1-D	0	Yes
Cytera Communications, LLC	Dominos Pizza LLC	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Dominos Pizza LLC	Service Order - Effective Date - 07/22/2019	0	Yes
Cytera Communications, LLC	Domino's Pizza LLC	Service Order - Execution Date - 12/20/2022	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd	Letter of Disconnect - Execution Date - 02/23/2023	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd	Service Order - Execution Date - 02/06/2023	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd	Service Order - Execution Date - 02/23/2023	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	LOA - Effective Date - 03/31/2021	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	LOA - Effective Date - 04/09/2021	0	Yes
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	Service Order - Effective Date - 03/31/2021	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	Service Order - Effective Date - 04/09/2021	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	Service Order - Execution Date - 04/09/2011	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	Service Order - Execution Date - 04/09/2011	0	Yes
Cytera Comm. Canada, Inc.	Domino's Pizza of Canada Ltd.	Service Order - Execution Date - 12/29/2011	0	Yes
Cytera Communications, LLC	Domino's Pizza, LLC	Order - Execution Date - 05/07/2018	0	Yes
Cytera Communications, LLC	Domino's Pizza, LLC	Service Order No. 833479 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	DonMac Data Ltd	Master Reseller Agreement	0	Yes
Cytera Communications, LLC	DonMac Data Ltd	Master Reseller Agreement	0	Yes
Cytera Communications, LLC	DonMac Data Ltd	Master Reseller Agreement	0	Yes
Cytera Communications, LLC	DonMac Data Ltd	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Doosan Digital Innovation America	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	LOA - Effective Date - 08/08/2019	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	LOA - Effective Date - 12/15/2020	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Order - Execution Date - 03/23/2017	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - CUS0019401	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - Effective Date - 01/03/2020	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - Effective Date - 03/08/2021	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - Effective Date - 08/08/2019	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - Effective Date - 12/05/2019	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - Effective Date - 12/15/2020	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order - Effective Date - 12/15/2020	0	Yes
Cytera Communications, LLC	Doosan Machine Tools America	Service Order No. 807184 - Execution Date - 04/05/2017	0	Yes
Cytera Technologies, LLC	Dots Technology & Trading	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	CENTURYLINK MASTER SERVICE AGREEMENT STATE, LOCAL & 0	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 03/15/2017	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 03/17/2017	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 05/13/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 05/23/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 05/30/2017	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 06/14/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 06/24/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Order - Execution Date - 07/11/2016	0	Yes
Cytera Communications, LLC	DOUGLAS COUNTY SCHOOL DISTRICT - CO	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	DOUGLAS COUNTY SCHOOL DISTRICT - CO	Service Order - CUS0056169	0	Yes
Cytera Communications, LLC	DOUGLAS COUNTY SCHOOL DISTRICT - CO	Service Order - CUS0057291	0	Yes
Cytera Communications, LLC	DOUGLAS COUNTY SCHOOL DISTRICT - CO	Service Order - CUS0057293	0	Yes
Cytera Communications, LLC	DOUGLAS COUNTY SCHOOL DISTRICT - CO	Service Order - Effective Date - 06/24/2021	0	Yes
Cytera Communications, LLC	DOUGLAS COUNTY SCHOOL DISTRICT - CO	Service Order - Effective Date - 07/27/2021	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Service Order No. 624578 - Execution Date - 05/13/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Service Order No. 712981 - Execution Date - 06/24/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Service Order No. 789821 - Execution Date - 11/16/2016	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Service Order No. 802371 - Execution Date - 02/10/2017	0	Yes
Cytera Communications, LLC	Douglas County School District - CO	Service Order No. 802375 - Execution Date - 02/10/2017	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Order - Effective Date - 11/06/2019	0	Yes
Cytera Communications, LLC	Dover Corporation	Letter of Disconnect - Execution Date - 10/26/2022	0	Yes
Cytera Communications, LLC	Dover Corporation	Other Documents - Execution Date - 04/11/2018	0	Yes
Cytera Communications, LLC	Dover Corporation	SAVVIS SLA Attachment-Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Level Agreement	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Level Agreement	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Order - Execution Date - 10/26/2022	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Order No. 256912 - Execution Date - 05/17/2013	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Order No. 711305 - Execution Date - 07/21/2016	0	Yes
Cytera Communications, LLC	Dover Corporation	Service Order No. 768361 - Execution Date - 09/30/2016	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	En Masse Entertainment	Savvis Master Services Agreement - Execution Date - 08/31/20	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Service Agreement - S630641	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Service Level Agreement	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Service Level Agreement	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Service Level Agreement	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Service Order No. 298594 - Execution Date - 05/01/2014	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Statement of Work	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Statement of Work	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Statement of Work	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Statement of Work	0	Yes
Cytera Communications, LLC	En Masse Entertainment	Statement of Work	0	Yes
Cytera Communications, LLC	ENCLAVE HOSTING LLC	Service Agreement - S638101	0	Yes
Cytera Communications, LLC	ENCO Utility Services, LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	ENCO Utility Services, LLC	Service Order - Effective Date - 06/29/2021	0	Yes
Cytera Communications, LLC	ENCO Utility Services, LLC	Service Order - Effective Date - 10/21/2021	0	Yes
Cytera Communications, LLC	ENCO Utility Services, LLC	Service Order - Execution Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Endurance Chicago	Cytera Master Services Agreement - Execution Date - 08/12/0	0	Yes
Cytera Communications, LLC	Endurance Chicago	Cytera Service Schedule - Execution Date - 08/14/2017	0	Yes
Cytera Communications, LLC	Endurance Chicago	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Endurance Chicago	Service Level Agreement	0	Yes
Cytera Communications, LLC	Endurance Chicago	Service Order No. 814987 - Execution Date - 08/10/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Addendum - Execution Date - 08/29/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Addendum - Execution Date - 09/16/2014	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Amendment - Execution Date - 06/15/2018	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Amendment No. 1 to CenturyLink Master Services Agreement	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	CenturyLink Master Services Agreement - Execution Date - 09/0	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Non-Disclosure Agreement - Execution Date - 12/15/2014	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 01/15/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 02/14/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 03/22/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 04/06/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 05/18/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 06/08/2018	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 06/27/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 06/29/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 07/07/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 07/31/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 07/31/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 09/19/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 09/27/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 10/04/2017	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 10/28/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 11/01/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 11/17/2015	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 12/07/2015	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Order - Execution Date - 12/09/2015	0	Yes
Cytera Communications Canada, ULC	Enercare, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order - Effective Date - 05/30/2019	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order - Effective Date - 07/23/2020	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order - Effective Date - 10/24/2018	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order No. 332188 - Execution Date - 09/30/2014	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order No. 600244 - Execution Date - 12/09/2015	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order No. 602405 - Execution Date - 11/27/2015	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order No. 753079 - Execution Date - 09/02/2016	0	Yes
Cytera Comm. Canada, Inc.	EnerCare, Inc.	Service Order No. 818040 - Execution Date - 11/01/2017	0	Yes
Cytera Technologies, LLC	Energy Management & Testing Corp.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Energy Management & Testing Corp.	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications Canada, ULC	Energy Management & Testing Corp.	Vendor agreement dated 07 / 28 / 2023	0	Yes
Cytera Communications, LLC	Energy Source LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Energy Source, LLC	Cytera Master Services Agreement - Execution Date - 09/21/0	0	Yes
Cytera Communications, LLC	Energy Source, LLC	Cytera Service Level Attachment Colocation Services Service	0	Yes
Cytera Communications, LLC	Energy Source, LLC	Cytera Service Schedule - Execution Date - 09/21/2017	0	Yes
Cytera Communications, LLC	Energy Source, LLC	Master Services Agreement	0	Yes
Cytera Communications, LLC	Energy Source, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Energy Source, LLC	Service Order No. 817933 - Execution Date - 09/20/2017	0	Yes
Cytera Technologies, LLC	EnerSys Delaware Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, Inc	Enerwise Global Technologies, Inc. d/b/a Cpv	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Enerwise Global Technologies, LLC d.b.a. Cpv	Energy Efficiency Master Service Agreement	0	Yes
Cytera Communications, LLC	Enhanced Software Products Inc	Service Order - Execution Date - 05/08/2023	0	Yes
Cytera Communications, LLC	ENHANCED SOFTWARE PRODUCTS, INC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Enhanced Software Products, Inc.	Order - Execution Date - 05/14/2018	0	Yes
Cytera Communications, LLC	Enhanced Software Products, Inc.	Service Order No. 834473 - Execution Date - 06/28/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order - Execution Date - 11/16/2022	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order - Execution Date - 12/04/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 251524 - Execution Date - 04/22/2013	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 313589 - Execution Date - 08/27/2014	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 368998 - Execution Date - 10/07/2014	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 369126 - Execution Date - 10/11/2014	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 383746 - Execution Date - 02/11/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 389523 - Execution Date - 01/26/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 424646 - Execution Date - 01/22/2014	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 520748 - Execution Date - 07/04/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 555678 - Execution Date - 09/17/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 567373 - Execution Date - 10/06/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 569977 - Execution Date - 10/26/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 590151 - Execution Date - 12/18/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 599880 - Execution Date - 12/16/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 610749 - Execution Date - 12/16/2015	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 611381 - Execution Date - 01/11/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 616941 - Execution Date - 01/15/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 640750 - Execution Date - 03/15/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 651129 - Execution Date - 04/01/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 741008 - Execution Date - 09/01/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 743605 - Execution Date - 08/24/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 745129 - Execution Date - 09/01/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 746935 - Execution Date - 09/01/2016	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 787976 - Execution Date - 01/25/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 788010 - Execution Date - 01/25/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 797661 - Execution Date - 01/17/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 812975 - Execution Date - 09/14/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 819636 - Execution Date - 10/11/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 822333 - Execution Date - 12/13/2017	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC	Service Order No. 827439 - Execution Date - 04/02/2018	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC- ORD	Service Order - Execution Date - 03/15/2023	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC- ORD	Service Order - Execution Date - 09/01/2022	0	Yes
Cytera Communications, LLC	Epsilon Data Management, LLC- ORD	Service Order - Execution Date - 10/26/2022	0	Yes
Cytera Technologies, LLC	Equal Optics, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	EQUINITI TRUST COMPANY	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	EQUINITI TRUST COMPANY	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	Equiniti Trust Company	Service Order - CUS0006138	0	Yes
Cytera Communications, LLC	Equiniti Trust Company	Service Order - CUS0006138	0	Yes
Cytera Communications, LLC	Equiniti Trust Company	Service Order - Effective Date - 01/07/2019	0	Yes
Cytera Communications, LLC	Equiniti Trust Company	Service Order - Effective Date - 02/04/2019	0	Yes
Cytera Communications, LLC	Equiniti Trust Company	Service Order - Effective Date - 09/09/2019	0	Yes
Cytera Communications, LLC	Equiniti Trust Company	Service Order - Effective Date - 11/16/2018	0	Yes
Cytera Communications, LLC	Equiniti, Ltd.	Service Order No. 820649 - Execution Date - 10/25/2017	0	Yes
Cytera Communications, LLC	Equiniti, Ltd.	Service Order No. 821307 - Execution Date - 11/01/2017	0	Yes
Cytera Communications, LLC	Equiniti, Ltd.	Service Order No. 821307 - Execution Date - 11/02/2017	0	Yes
Cytera Communications, LLC	Equinix	United States and Canada Global Terms and Conditions	0	Yes
Cytera Comm. Canada, Inc.	Equinix Canada Ltd.	Letter of Disconnect - Execution Date - 10/27/2022	0	Yes
Cytera Comm. Canada, Inc.	Equinix Canada Ltd.	Service Order - Execution Date - 10/27/2022	0	Yes
Cytera Communications, LLC	Equinix do Brasil Soluções De Tecnologia em I	Agreement For Rendering of Services, Leasing and Assignm	0	Yes
Cytera Communications, LLC	Equinix do Brasil Soluções De Tecnologia em I	Amendment to Agreement for Rendering Services, Leasing ar	0	Yes
Cytera Communications, LLC	Equinix do Brasil Soluções De Tecnologia em I	Commercial Proposal #1, Annex 1 Infrastructure (10/6/2010)	0	Yes
Cytera Communications, LLC	Equinix LLC	Master Country Agreement United States	0	Yes
Cytera Communications, LLC	Equinix LLC f/k/a Equinix Operating Co., Inc.	Novation Agreement	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Assignment and Assumption Agreement - Execution Date - 07/0	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Savvis Master Services Agreement - Execution Date - 06/30/20	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Savvis Service Schedule - Execution Date - 06/30/2011	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Service Order - Effective Date - 01/13/2020	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Service Order - Effective Date - 01/21/2022	0	Yes
Cytera Communications, LLC	Equinox Holdings, Inc.	Service Order No. 829478 - Execution Date - 03/23/2018	0	Yes
Cytera Communications Canada, ULC	Equitable Bank	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Eracent, Inc.	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	Eracent, Inc.	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	Erisa Administrative Services	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	Erisa Administrative Services	Service Order - CUS0019954	0	Yes
Cytera Communications, LLC	Erisa Administrative Services	Service Order - Effective Date - 01/02/2020	0	Yes
Cytera Communications, LLC	Erisa Administrative Services	Service Order - Execution Date - 01/24/2023	0	Yes
Cytera Communications, LLC	Erisa Administrative Services	Service Order - Execution Date - 09/30/2022	0	Yes
Cytera Communications, LLC	Erisa Administrative Services - (EDU)	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	Erisa Administrative Services - (EDU)	Service Order - Effective Date - 10/22/2021	0	Yes
Cytera Communications, LLC	ERNEST HEALTH, INC	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	ERNEST HEALTH, INC	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	ERNEST HEALTH, INC	Service Agreement - DFW1-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	EverBank	Order - Execution Date - 01/24/2018	0	Yes
Cytera Communications, LLC	EverBank	Order - Execution Date - 05/18/2018	0	Yes
Cytera Technologies, LLC	Evergreen Engineering & Construction Pte Ltd	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Evergreen Vending	Letter re: Termination of Vending Account Service Agreement	0	Yes
Cytera Communications, LLC	Eversource	Exhibit E-Impact Study Agreement	0	Yes
Cytera Communications, LLC	Everstream Solutions, LLC	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	Everstream Solutions, LLC	Service Order - Effective Date - 11/29/2021	0	Yes
Cytera Communications, LLC	Evox Images	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	EVOX Images	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	EVOX Images	Service Level Agreement	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Letter of Disconnect - Execution Date - 03/22/2023	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0016903	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0017526	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0019595	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0035925	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0035925	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0043906	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - CUS0043906	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 03/09/2021	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 04/06/2021	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 08/11/2020	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 09/13/2019	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 10/02/2019	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 12/14/2020	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Effective Date - 12/16/2019	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Execution Date - 03/22/2023	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Execution Date - 11/21/2022	0	Yes
Cytera Communications, LLC	Ex Libris (USA) Inc.	Service Order - Execution Date - 12/12/2022	0	Yes
Cytera Communications, LLC	EXA Infrastructure US, LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	EXA Infrastructure US, LLC	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	EXA Infrastructure US, LLC	Service Agreement - LHR2-B	0	Yes
Cytera Communications, LLC	Examintetics	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Examintetics	Service Order - Effective Date - 07/20/2020	0	Yes
Cytera Communications, LLC	EXAR	Agreement - Non Master - Execution Date - 05/17/2016	0	Yes
Cytera Communications, LLC	Exar	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Exar	Order - Execution Date - 05/16/2016	0	Yes
Cytera Communications, LLC	EXAR	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	EXAR	Service Order - CUS0005862	0	Yes
Cytera Communications, LLC	EXAR	Service Order - Effective Date - 11/05/2018	0	Yes
Cytera Communications, LLC	Excel Telemessaging, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Excel Telemessaging, Inc.	Service Order - Effective Date - 11/05/2021	0	Yes
Cytera Data Centers, Inc	Excell IT	RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	Excite Credit Union	Name Change - Execution Date - 02/23/2023	0	Yes
Cytera Communications, LLC	EXCITE CREDIT UNION	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	EXCITE CREDIT UNION	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	Exegenesis Bio Co.	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Exegenesis Bio Co.	Service Order - Effective Date - 11/15/2021	0	Yes
Cytera Communications, LLC	EXL Service.com	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Communications, LLC	EXL Service.com	Order - Execution Date - 06/13/2018	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 04/26/2019	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 05/14/2019	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 06/10/2022	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 07/24/2019	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 08/03/2021	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 08/08/2022	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 09/09/2019	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 12/15/2021	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Effective Date - 12/22/2021	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Execution Date - 03/08/2023	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Execution Date - 08/17/2022	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Execution Date - 10/07/2022	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Execution Date - 10/18/2022	0	Yes
Cytera Communications, LLC	EXL Service.com	Service Order - Execution Date - 10/18/2022	0	Yes
Cytera Communications, LLC	EXL Services	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	EXL Services	Service Agreement - SFO3-A	0	Yes
Cytera Technologies, LLC	Exotic Office Solutions Private Limited	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, Inc	Expect Solutions	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Experian Information Solutions	Addendum - Execution Date - 03/11/2016	0	Yes
Cytera Communications, LLC	Experian Information Solutions	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	Experian Information Solutions	CenturyLink Service Level Attachment - Colocation Services Sr	0	Yes
Cytera Communications, LLC	Experian Information Solutions	Order - Execution Date - 03/11/2016	0	Yes
Cytera Communications, LLC	Experian Information Solutions	Savvis Master Services Agreement - Execution Date - 06/30/20	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	First National Denver	Service Order - CUS0006531	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - CUS0006679	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - CUS0006679	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - CUS0006680	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - CUS0008013	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 01/25/2019	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 01/25/2019	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 05/19/2021	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 07/16/2021	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 07/16/2021	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 08/24/2018	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 09/10/2019	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 12/07/2018	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 12/14/2018	0	Yes
Cytera Communications, LLC	First National Denver	Service Order - Effective Date - 12/14/2018	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	LOA - Effective Date - 06/24/2019	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	Service Order - Effective Date - 02/13/2020	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	Service Order - Effective Date - 04/01/2021	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	Service Order - Effective Date - 06/24/2019	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	Service Order - Effective Date - 11/07/2018	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	Service Order - Effective Date - 11/07/2018	0	Yes
Cytera Communications, LLC	First Quadrant L.P.	Service Order - Effective Date - 12/26/2018	0	Yes
Cytera Communications, LLC	First Quadrant LP	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	First Quadrant LP	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	First Quadrant, L.P.	Letter of Disconnect - Execution Date - 02/22/2023	0	Yes
Cytera Communications, LLC	First Quadrant, L.P.	Service Order - Execution Date - 02/22/2023	0	Yes
Cytera Communications, LLC	First Quadrant, L.P.	Service Order - Execution Date - 09/20/2022	0	Yes
Cytera Communications, LLC	First Quadrant, L.P.	Service Order - Execution Date - 12/16/2022	0	Yes
Cytera Communications, LLC	First United Bank and Trust Company	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	First United Bank and Trust Company	Service Order - CUS0053446	0	Yes
Cytera Communications, LLC	First United Bank and Trust Company	Service Order - CUS0053446	0	Yes
Cytera Communications, LLC	First United Bank and Trust Company	Service Order - Effective Date - 03/30/2022	0	Yes
Cytera Communications, LLC	First United Bank and Trust Company	Service Order - Effective Date - 05/05/2021	0	Yes
Cytera Communications, LLC	FirstBank	Master Services Agreement - Execution Date - 12/12/2016	0	Yes
Cytera Communications, LLC	FirstBank	Master Services Agreement - Execution Date - 12/16/2016	0	Yes
Cytera Communications, LLC	FirstBank	Order - Execution Date - 05/15/2017	0	Yes
Cytera Communications, LLC	FirstBank	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	FirstBank	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	FirstBank	Service Level Agreement	0	Yes
Cytera Communications, LLC	FIS/CMSI	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	FIS/CMSI	Service Agreement - IAD2-B	0	Yes
Cytera Communications, LLC	Fiserv DBA Open Solutions	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	FISERV INC	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	FISERV INC	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	FISERV INC	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	LOA - Effective Date - 04/11/2022	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Order - Execution Date - 03/14/2018	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - CUS0005334	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - CUS0008945	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - CUS0061776	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 02/27/2019	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 02/27/2019	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 04/11/2022	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 05/22/2020	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 06/25/2020	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 07/23/2021	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 08/22/2019	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 08/23/2021	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 09/12/2019	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 09/12/2019	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 10/15/2018	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Effective Date - 11/04/2021	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Execution Date - 03/14/2023	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Execution Date - 05/23/2023	0	Yes
Cytera Communications, LLC	Fiserv Solutions, LLC	Service Order - Execution Date - 10/26/2022	0	Yes
Cytera Communications, LLC	Fisher Phillips LAX3	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Fisher Phillips LAX3	Service Order - Effective Date - 06/07/2021	0	Yes
Cytera Communications, LLC	Fisher Phillips LAX3	Service Order - Effective Date - 06/19/2020	0	Yes
Cytera Communications, LLC	Fisher Phillips LAX3	Service Order - Effective Date - 09/04/2020	0	Yes
Cytera Communications, LLC	Fisher Phillips LAX3	Service Order - Effective Date - 09/04/2020	0	Yes
Cytera Communications, LLC	Five Dimensions Energy LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Five Dimensions Energy LLC	Service Order - Execution Date - 04/06/2023	0	Yes
Cytera Communications, LLC	Fixnetix	Savvis Master Services Agreement - Execution Date - 03/26/20	0	Yes
Cytera Communications, LLC	Fixnetix	Service Agreement - S629723	0	Yes
Cytera Communications, LLC	Fixnetix	Service Order - Execution Date - 02/23/2012	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Order - Effective Date - 08/28/2018	0	Yes
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Order - Effective Date - 09/08/2021	0	Yes
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Order - Effective Date - 09/09/2021	0	Yes
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Order - Effective Date - 12/21/2020	0	Yes
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Order - Effective Date - 12/27/2018	0	Yes
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Order - Effective Date - 12/27/2018	0	Yes
Cytera Communications, LLC	FUJIFILM Holdings America Corporation	Service Schedule - Effective Date - 03/31/2022	0	Yes
Cytera Communications, LLC	FujiFilm Medical Systems USA, Inc.	Service Order No. 824040 - Execution Date - 12/08/2017	0	Yes
Cytera Communications, LLC	FujiFilm Medical Systems USA, Inc.	Service Order No. 825640 - Execution Date - 04/23/2018	0	Yes
Cytera Communications, LLC	FujiFilm Medical Systems USA, Inc.	Service Order No. 831062 - Execution Date - 06/27/2018	0	Yes
Cytera Communications Canada, ULC	Fujitsu Consulting (Canada) Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Fujitsu Consulting (Canada) Inc.	Service Order - Effective Date - 03/11/2020	0	Yes
Cytera Technologies, LLC	Fujitsu Network Communication, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Data Centers, Inc	Fujitsu Services Limited	Guarantee Agreement	0	Yes
Cytera Data Centers, Inc	Fujitsu Services Limited	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	Fujitsu Services Ltd	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Data Centers, Inc	Fujitsu Services Ltd	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Full Spectrum Telecommunications, Inc	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Full Spectrum Telecommunications, Inc	Service Order - Effective Date - 06/14/2022	0	Yes
Cytera Communications, LLC	Full Spectrum Telecommunications, Inc	Service Order - Effective Date - 10/01/2019	0	Yes
Cytera Technologies, LLC	Fullerton Engineering Consultants, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Fullerton Engineering Consultants, LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Addendum - Execution Date - 05/02/2007	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Addendum - Execution Date - 05/02/2007	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Order - Execution Date - 04/12/2017	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	SAVVIS SLA Attachment - Utility Storage	0	Yes
Cytera Communications, LLC	FunMobility, Inc.	Service Agreement - (blank)	0	Yes
Cytera Communications, LLC	FunMobility, Inc.	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	FunMobility, Inc.	Service Order - Effective Date - 01/21/2021	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Service Order No. 803537 - Execution Date - 04/13/2017	0	Yes
Cytera Communications, LLC	Funmobility, Inc.	Service Order No. 806900 - Execution Date - 04/12/2017	0	Yes
Cytera Communications, LLC	FURNITURE ROW LLC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Furniture Row LLC	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Furniture Row, LLC	Order - Execution Date - 02/06/2018	0	Yes
Cytera Communications, LLC	Furniture Row, LLC	Service Order - Execution Date - 11/06/2017	0	Yes
Cytera Communications, LLC	Furniture Row, LLC	Service Order No. 824837 - Execution Date - 12/29/2017	0	Yes
Cytera Communications, LLC	Further Future Foundation	Service Agreement - DFW1-D	0	Yes
Cytera Communications, LLC	FUSE NETWORKS LLC	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	Fuse Networks LLC	Service Order - CUS0002836	0	Yes
Cytera Communications, LLC	Fuse Networks LLC	Service Order - Effective Date - 08/27/2021	0	Yes
Cytera Communications Canada, ULC	Fusemail	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Addendum - Execution Date - 07/23/2015	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Addendum - Execution Date - 10/12/2010	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEME	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Savvis Master Services Agreement - Execution Date - 10/12/2	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 03/01/	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 249997 - Execution Date - 03/01/2013	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 250034 - Execution Date - 03/01/2013	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 255815 - Execution Date - 04/15/2013	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 256067 - Execution Date - 09/08/2013	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 446096 - Execution Date - 04/06/2015	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 462594	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Service Order No. 824575 - Execution Date - 01/03/2018	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	WAIVER AGREEMENT - Execution Date - 06/01/2020	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Waiver Agreement - Execution Date - 06/01/2020	0	Yes
Cytera Communications, LLC	Fusion Laboratories, Inc.	Waiver Agreement - Execution Date - 11/30/2020	0	Yes
Cytera Communications, LLC	Fusion Networks	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Fusion Networks	Service Order - Effective Date - 01/07/2021	0	Yes
Cytera Communications, LLC	Fusion Networks	Service Order - Effective Date - 09/09/2020	0	Yes
Cytera Communications, LLC	Future Payment Technologies	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Future Payment Technologies	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Future Payment Technologies	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Future Payment Technologies	Amendment No. 4 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Future Payment Technologies	Assignment And Assumption Agreement - Execution Date - 0	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Gelber Group, LLC	Service Order No. 824452 - Execution Date - 12/27/2017	0	Yes
Cytera Communications, LLC	Gelber Group, LLC	Service Order No. 827513 - Execution Date - 04/02/2018	0	Yes
Cytera Communications, LLC	Gelber Group, LLC.	Order Form - Execution Date - 02/09/2010	0	Yes
Cytera Communications, LLC	Gelber Group, LLC.	Order Form - Execution Date - 10/23/2009	0	Yes
Cytera Communications, LLC	Gelber Group, LLC.	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Gelber Group, LLC.	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	Gemalto, Inc.	Order - Execution Date - 05/31/2017	0	Yes
Cytera Communications, LLC	Gemalto, Inc.	Service Order - Execution Date - 11/16/2017	0	Yes
Cytera Communications, LLC	Gemalto, Inc.	Service Order - Execution Date - 12/04/2017	0	Yes
Cytera Communications, LLC	Gemalto, Inc.	Service Order No. Q-05972-1 - Execution Date - 12/04/2018	0	Yes
Cytera Data Centers, Inc	Gen X Computing Corporation	RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Exhibit A Colocation/Internet Connection SLA - United States	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Order - Execution Date - 10/12/2017	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Order - Execution Date - 10/31/2016	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Savvis Hosting/Colocation Service Schedule - Execution Date - 0	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Savvis Master Services Agreement - Execution Date - 08/19/20	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Service Order - Execution Date - 08/02/2010	0	Yes
Cytera Communications, LLC	Genea Energy Partners, Inc.	Service Order - Execution Date - 11/21/2017	0	Yes
Cytera Communications, LLC	GENENTECH INC	Service Agreement - S638188	0	Yes
Cytera Communications, LLC	General Datatech, L.P.	Letter of Disconnect - Execution Date - 02/17/2023	0	Yes
Cytera Data Centers, Inc	General Datatech, L.P.	RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	General Datatech, L.P.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	General Datatech, L.P.	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	General Datatech, L.P.	Service Order - Execution Date - 02/17/2023	0	Yes
Cytera Communications, LLC	General Datatech, L.P.	Service Order - Execution Date - 08/19/2022	0	Yes
Cytera Technologies, Inc	General Datatech,lp	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cytera Communications, LLC	General Electric (Ge.com)	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	General Networks	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	General Networks	Order - Execution Date - 06/21/2017	0	Yes
Cytera Communications, LLC	General Networks	Order - Execution Date - 06/25/2015	0	Yes
Cytera Communications, LLC	General Networks	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	General Networks	Service Order - Effective Date - 03/06/2020	0	Yes
Cytera Communications, LLC	General Networks	Service Order - Effective Date - 04/08/2021	0	Yes
Cytera Communications, LLC	General Networks	Service Order - Effective Date - 08/19/2019	0	Yes
Cytera Communications, LLC	General Networks	Service Order No. 561660 - Execution Date - 09/16/2015	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Amendment - Effective Date - 08/29/2018	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Amendment - Effective Date - 03/24/2022	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Agreement - LHR1-A	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - CUS0018350	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 01/21/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 02/25/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 04/30/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 08/29/2018	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 08/29/2018	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 10/16/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 10/23/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 10/24/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 10/30/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 11/26/2019	0	Yes
Cytera Communications, LLC	Genesys Cloud Services B.V.	Service Order - Effective Date - 01/21/2019	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	Agreement - Non Master - Execution Date - 03/31/2011	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	Amendment - Execution Date - 01/28/2013	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	Amendment - Execution Date - 12/17/2012	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	AMENDMENT NO. 1 TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	AMENDMENT NO. 2 TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	CenturyLink Interstate Private Line And Advanced Network Service	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	CenturyLink Total Advantage Agreement - Execution Date - 05/0	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	CenturyLink Total Advantage Agreement - Option Z Monthly Pricing	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	CenturyLink Total Advantage Non-Standard Pricing Change Order	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	Letter of Agency for Connecting Facility Assignment - Execution Date	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	Letter of Authorization - Execution Date - 05/23/2011	0	Yes
Cytera Communications, LLC	Genesys Computer Sales	Order - Execution Date - 05/24/2016	0	Yes
Cytera Communications, LLC	GENESYS COMPUTER SALES	Service Agreement - ABQ1-B	0	Yes
Cytera Comm. Canada, Inc.	Genesys Conferencing Ltd.	fusepoint 7 Authorized Personnel Declaration Form - Execution Date	0	Yes
Cytera Communications Canada, ULC	Genesys Conferencing Ltd.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Geodis Logistics, LLC	Service Order - CUS0003910	0	Yes
Cytera Communications, LLC	Geodis Logistics, LLC	Service Order - Effective Date - 03/27/2019	0	Yes
Cytera Communications, LLC	Geodis Logistics, LLC	Service Order - Effective Date - 08/19/2020	0	Yes
Cytera Communications, LLC	Geodis Logistics, LLC	Service Order - Effective Date - 10/18/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera DC Holdings, Inc	Hewlett-Packard Financial Service Company	Lease	0	Yes
Cyxtera Communications, LLC	Hewlett-Packard Financial Services Company	Addendum 36 to the Global Asset Upcycling Services Agree	0	Yes
Cyxtera Data Centers, Inc	Hewlett-Packard Financial Services Company	Global Asset Upcycling Services Agreement	0	Yes
Cyxtera Data Centers, Inc	Hewlett-Packard Financial Services Company	Global Asset Upcycling Services Agreement On Site Services S	0	Yes
Cyxtera Communications, LLC	Hewlett-Packard, Co. on behalf of HP Enterpri	Order - Execution Date - 07/10/2017	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT	Service Agreement - EWR3-A	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	LOA - Effective Date - 02/10/2021	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - CUS0016738	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - CUS0048592	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - CUS0048592	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 02/10/2021	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 02/10/2021	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 02/14/2020	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 03/30/2020	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 04/02/2019	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 07/15/2021	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 07/20/2021	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 07/22/2019	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 08/07/2019	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 08/24/2018	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 09/06/2022	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 09/10/2019	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 11/21/2019	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Effective Date - 11/21/2019	0	Yes
Cyxtera Communications, LLC	HF MANAGEMENT SERVICES LLC	Service Order - Execution Date - 09/01/2022	0	Yes
Cyxtera Communications, LLC	HF Management Services, LLC	Service Order No. Q-11013-1 - Execution Date - 03/25/2019	0	Yes
Cyxtera Communications, LLC	HF Management Services, LLC	Service Order No. Q-17150-3 - Execution Date - 07/20/2019	0	Yes
Cyxtera Communications, LLC	Hibernia Atlantic U.S. LLC	Service Order - Effective Date - 04/23/2020	0	Yes
Cyxtera Communications, LLC	Hibernia Atlantic U.S. LLC	Service Order - Effective Date - 04/23/2020	0	Yes
Cyxtera Communications, LLC	Hibernia Atlantic U.S. LLC	Service Order - Effective Date - 07/24/2019	0	Yes
Cyxtera Communications, LLC	Hibernia Atlantic U.S. LLC	Service Order - Effective Date - 08/13/2018	0	Yes
Cyxtera Communications, LLC	Hibernia Atlantic U.S. LLC	Service Order - Effective Date - 10/04/2018	0	Yes
Cyxtera Communications, LLC	Hibernia Atlantic U.S., LLC	Service Order No. 817763 - Execution Date - 09/05/2017	0	Yes
Cyxtera Communications, LLC	Higginbotham - Avant	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Higginbotham - Avant	Service Order - Effective Date - 12/19/2018	0	Yes
Cyxtera Communications, LLC	High Performance Technologies	Master Agreement	0	Yes
Cyxtera Technologies, LLC	High Performance Technologies LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Highlands Ranch Commerce Center, LLC	9150 Commerce Center Circle, Highlands Ranch - Multi-Tenar	20,252	Yes
Cyxtera Communications, LLC	Highlands Telecom (Assignor) & Telarus, LLC (TERMINATION OF AGREEMENT ANDTRANSFER OF COMMISSI	0	Yes
Cyxtera Communications, LLC	Highwinds Network Group	Order - Execution Date - 01/26/2018	0	Yes
Cyxtera Communications, LLC	Highwinds Network Group	Order - Execution Date - 05/24/2017	0	Yes
Cyxtera Communications, LLC	Highwinds Network Group	Order - Execution Date - 05/25/2017	0	Yes
Cyxtera Communications, LLC	Highwinds Network Group	Service Order No. 815963 - Execution Date - 08/08/2017	0	Yes
Cyxtera Communications, LLC	Highwinds Network Group	Service Order No. Q-15099-1 - Execution Date - 04/30/2019	0	Yes
Cyxtera Management Inc	HILCO REAL ESTATE	Engagement Letter	0	No
Cyxtera Communications, LLC	Hill Country Holdings LLC	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Hill Country Holdings LLC	Service Order - Effective Date - 03/18/2021	0	Yes
Cyxtera Communications, LLC	Hill Country Holdings LLC	Service Order - Effective Date - 05/03/2021	0	Yes
Cyxtera Communications, LLC	Hill Country Holdings LLC	Service Order - Effective Date - 05/03/2021	0	Yes
Cyxtera Communications, LLC	Hill Country Holdings LLC	Service Order - Effective Date - 08/09/2021	0	Yes
Cyxtera Communications, LLC	Hill Country Holdings LLC	Service Order - Effective Date - 10/08/2021	0	Yes
Cyxtera Technologies, Inc	Hill Mechanical Services	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Hill Mechanical Services	Procurement Standard Terms and Conditions	0	Yes
Cyxtera Communications, LLC	Hisco Inc	LOA - Effective Date - 02/22/2019	0	Yes
Cyxtera Communications, LLC	Hisco Inc	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Hisco Inc	Service Order - CUS0008776	0	Yes
Cyxtera Communications, LLC	Hisco Inc	Service Order - Effective Date - 02/22/2019	0	Yes
Cyxtera Communications, LLC	Hisco Inc	Service Order - Effective Date - 04/22/2019	0	Yes
Cyxtera Communications, LLC	Hisco Inc	Service Order - Effective Date - 05/21/2019	0	Yes
Cyxtera Communications, LLC	Hiscox Insurance Company Inc.	Insurance Policy - UKA3011951.22 - Kidnap and Ransom	0	Yes
Cyxtera Technologies, LLC	Historic Palm LLC d.b.a. Oranje Commercial Jai	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	HITT CONTRACTING INC	Purchase Order Number - 6034865	0	Yes
Cyxtera Technologies, Inc	HITT CONTRACTING INC	Vendor agreement dated 08 / 05 / 2023	0	Yes
Cyxtera Technologies, Inc	Hivelocity, Inc.	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cyxtera Communications, LLC	Hivelocity, Inc.	Service Agreement - BOS1-B	0	Yes
Cyxtera Communications, LLC	Hivelocity, Inc.	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Hivelocity, Inc.	Service Agreement - EWR2-A	0	Yes
Cyxtera Communications, LLC	Hivelocity, Inc.	Service Agreement - PHX2-A	0	Yes
Cyxtera Communications, LLC	Hivelocity, Inc.	Service Agreement - SFO1-A	0	Yes
Cyxtera Communications Canada, ULC	Hivelocity, Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Communications, LLC	HK Invoicing	Service Agreement - IAD1-B	0	Yes
Cyxtera Communications, LLC	HK Invoicing	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	HMSHost Corporation	Amendment - Execution Date - 08/01/2018	0	Yes
Cyxtera Communications, LLC	HMSHost Corporation	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	HMSHOST CORPORATION	Service Agreement - ORD2-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Technologies, Inc	HOLT CAT	Vendor agreement dated 07 / 20 / 2023	21,186	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Amendment No. 14 to CenturyLink Total Advantage Agreeeme 0		Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Amendment No. 15 to CenturyLink Total Advantage Agreeeme 0		Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Amendment No. 5 to CenturyLink Total Advantage Agreeemen 0		Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Assignment of Colocation Services - Execution Date - 02/22/2 0		Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Data CPE Quote Detail - Execution Date - 02/19/2009	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Delegation of Authority Pursuant to Qwest Compliance Policy 0		Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Order - Execution Date - 06/08/2011	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Order - Execution Date - 08/26/2010	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Other Document - Execution Date - 01/27/2016	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Purchase Order - Execution Date - 03/18/2010	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Purchase Order - Execution Date - 05/19/2010	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Qwest Total Advantage Agreement - Option Z Annual Assessi 0		Yes
Cyxtera Communications, LLC	HOME BUYERS WARRANTY	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order - Effective Date - 12/20/2021	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 833473 - Execution Date - 06/11/2018	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 252757 - Execution Date - 03/21/2013	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 262438 - Execution Date - 06/28/2013	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 283092 - Execution Date - 09/19/2013	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 289248 - Execution Date - 11/11/2013	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 359156 - Execution Date - 11/05/2014	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 427240 - Execution Date - 01/21/2015	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 816537 - Execution Date - 09/08/2017	0	Yes
Cyxtera Communications, LLC	Home Buyers Warranty	Service Order No. 816542 - Execution Date - 09/14/2017	0	Yes
Cyxtera Communications, LLC	Home Medical Equipment Specialists	Cyxtera Master Services Agreement - Execution Date - 12/04/ 0		Yes
Cyxtera Communications, LLC	Home Medical Equipment Specialists	CYXTERA SERVICE SCHEDULE - Execution Date - 12/04/2017	0	Yes
Cyxtera Communications, LLC	Home Medical Equipment Specialists	Service Agreement - ABQ1-B	0	Yes
Cyxtera Communications, LLC	Home Medical Equipment Specialists	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	Home Medical Equipment Specialists	Service Order - Execution Date - 12/04/2017	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Amendment - Execution Date - 04/17/2017	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Amendment - Execution Date - 07/20/2016	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Amendment - Execution Date - 07/25/2016	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Amendment - Execution Date - 07/31/2017	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Amendment No. 1 to CenturyLink Total Advantage Agreeemen 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Amendment No. 3 to CenturyLink Total Advantage Agreeemen 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	CenturyLink Total Advantage Agreement - Option Z Monthly / 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	CenturyLink Total Advantage Express - Agreement - Summary 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	CenturyLink Total Advantage Express - Agreement - Summary 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	CenturyLink Total Advantage Express - Agreement - Summary 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AMENDMENT - 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	CenturyLink Total Advantage Non-Standard Pricing Change Or 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Service Agreement - PHX1-A	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Service Order No. 444685 - Execution Date - 02/25/2015	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group	Service Order No. 490826 - Execution Date - 05/15/2015	0	Yes
Cyxtera Communications, LLC	Homeowners Financial Group USA, LLC	Service Order No. 830114 - Execution Date - 04/04/2018	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Amendment to the Master Services Agreement - Execution D. 0		Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Master Services Agreement (MSA) - Execution Date - 11/05/2 0		Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Savvis Master Services Agreement - Execution Date - 06/03/2 0		Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Savvis Master Services Agreement - Execution Date - 10/07/2 0		Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Savvis Service Level Attachment - Colocation Services Service 0		Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Savvis Service Schedule - Execution Date - 06/03/2013	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Savvis SLA Attachment - Managed Hosting Services - Executio 0		Yes
Cyxtera Communications Canada, ULC	HomEquity Bank	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Service Level Agreement	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Service Order - Effective Date - 08/06/2020	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Service Order - Effective Date - 11/17/2020	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Service Order No. 261769 - Execution Date - 06/03/2013	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Service Order No. 306854 - Execution Date - 04/16/2014	0	Yes
Cyxtera Comm. Canada, Inc.	HomEquity Bank	Service Order No. 606761 - Execution Date - 12/16/2015	0	Yes
Cyxtera Communications, LLC	Honnen Equipment Co.	Letter of Disconnect - Execution Date - 08/17/2022	0	Yes
Cyxtera Communications, LLC	Honnen Equipment Co.	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Honnen Equipment Co.	Service Order - Effective Date - 08/12/2019	0	Yes
Cyxtera Communications, LLC	Honnen Equipment Co.	Service Order - Effective Date - 09/03/2019	0	Yes
Cyxtera Communications, LLC	Honnen Equipment Co.	Service Order - Execution Date - 08/17/2022	0	Yes
Cyxtera Communications, LLC	Hooks Unlimited	Letter of Disconnect - Execution Date - 12/16/2022	0	Yes
Cyxtera Communications, LLC	Hooks Unlimited	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	Hooks Unlimited	Service Order - Effective Date - 11/30/2021	0	Yes
Cyxtera Communications, LLC	Hooks Unlimited	Service Order - Execution Date - 12/16/2022	0	Yes
Cyxtera Technologies, Inc	Hoptroff London Ltd	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cyxtera Communications, LLC	Horizon Blue Cross Blue Shield of NJ	Service Agreement - EWR1-A	0	Yes
Cyxtera Communications, LLC	Horizon Blue Cross Blue Shield of NJ	Service Agreement - EWR2-A	0	Yes
Cyxtera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - CUS0018468	0	Yes
Cyxtera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - CUS0020233	0	Yes
Cyxtera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - CUS0020833	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 01/16/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 01/31/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 01/31/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 03/10/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 03/30/2022	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 04/23/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 04/23/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 05/07/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 05/08/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 05/12/2021	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 06/10/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 06/21/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 06/24/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 07/21/2022	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 07/28/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 08/06/2018	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 08/23/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 09/04/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 09/05/2018	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 11/04/2019	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 11/13/2018	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Effective Date - 12/14/2020	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Execution Date - 03/28/2023	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Execution Date - 03/28/2023	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Execution Date - 04/06/2023	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Execution Date - 04/30/2023	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order - Execution Date - 05/25/2023	0	Yes
Cytera Communications, LLC	Horizon Healthcare Services, Inc., d/b/a Horizc	Service Order No. 827674 - Execution Date - 03/19/2018	0	Yes
Cytera Communications, LLC	Hornblower Group, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Addendum - Execution Date - 10/01/2012	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Addendum - Execution Date - 10/01/2012	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Order - Execution Date - 03/29/2019	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Order - Execution Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Order - Execution Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	QUOTE1187020-001.SignedImage	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis Master Services Agreement - Execution Date - 04/29/20	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis Service Schedule - Execution Date - 04/29/2010	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 08/16/	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 10/01/	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order - Effective Date - 04/01/2020	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order - Effective Date - 06/07/2019	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order - Effective Date - 09/06/2018	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order No. 239576 - Execution Date - 09/28/2012	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order No. 242591 - Execution Date - 11/13/2012	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order No. 261939 - Execution Date - 06/17/2013	0	Yes
Cytera Communications, LLC	Host Collective, Inc.	Service Order No. 265515 - Execution Date - 07/31/2013	0	Yes
Cytera Communications, LLC	Host4Geeks LLC	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Host4Geeks LLC	Service Order - Effective Date - 07/26/2021	0	Yes
Cytera Comm. Canada, Inc.	HostedPCI	Letter of Disconnect - Execution Date - 03/31/2023	0	Yes
Cytera Comm. Canada, Inc.	HostedPCI	Letter of Disconnect - Execution Date - 03/31/2023	0	Yes
Cytera Comm. Canada, Inc.	HostedPCI	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Comm. Canada, Inc.	HostedPCI	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Hosting Managed Server Entity	Service Agreement - S638211	0	Yes
Cytera Technologies, Inc	Houlihan Lokey Financial Advisors, Inc.	Letter Agreement re Evaluation of Fair Value of Investments	0	Yes
Cytera Communications, LLC	HPMercury	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	HPMercury	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	HPMercury	Service Agreement - IAD1-F	0	Yes
Cytera Communications, LLC	HPMercury	Service Agreement - S628991	0	Yes
Cytera Communications, LLC	HSBC Info & Communications Svcs Inc.	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	HSK, Inc.	Standard Abbreviated Form of Agreement Between Owner ar	0	Yes
Cytera Communications Canada, ULC	HSS Enterprises Ltd	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Hub International	Agreement - Non Master - Execution Date - 04/19/2006	0	Yes
Cytera Communications, LLC	Hub International	Agreement - Non Master - Execution Date - 06/28/2010	0	Yes
Cytera Communications, LLC	Hub International	Agreement - Non Master - Execution Date - 10/17/2013	0	Yes
Cytera Communications, LLC	Hub International	Agreement - Non Master - Execution Date - 10/27/2016	0	Yes
Cytera Communications, LLC	Hub International	Agreement - Non Master - Execution Date - 11/24/2008	0	Yes
Cytera Communications, LLC	Hub International	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	Hub International	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Hub International	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Hub International	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Hub International Limited	Letter of Disconnect - Execution Date - 05/30/2023	0	Yes
Cytera Communications, LLC	Hub International Limited	Service Order - Execution Date - 05/30/2023	0	Yes
Cytera Communications, LLC	Hub International Limited	Service Order - Execution Date - 09/30/2022	0	Yes
Cytera Communications, LLC	Hub International Limited	Service Order - Execution Date - 09/30/2022	0	Yes
Cytera Communications, LLC	Hub International Ltd	LOA - Effective Date - 01/12/2021	0	Yes
Cytera Communications, LLC	Hub International Ltd	LOA - Effective Date - 11/06/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - CUS0015712	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - CUS0015712	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - CUS0042340	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - CUS0042340	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - CUS0042340	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - CUS0042341	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 01/08/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 01/12/2021	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 02/24/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 02/24/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 03/03/2021	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 04/28/2022	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 05/13/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 05/20/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 06/10/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 06/20/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 06/20/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 06/27/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 07/25/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 08/05/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 10/05/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 11/06/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 11/06/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 11/06/2020	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Effective Date - 11/18/2019	0	Yes
Cytera Communications, LLC	Hub International Ltd	Service Order - Execution Date - 11/18/2011	0	Yes
Cytera Technologies, LLC	Hubbard Radio Washington DC, LLC DBA WTO	Statement of Work for Cytera Technologies, LLC, a Delaware	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - CUS0035892	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - CUS0035892	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - CUS0073876	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - CUS0073876	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - Effective Date - 01/21/2022	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - Effective Date - 07/06/2022	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - Effective Date - 08/10/2020	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - Effective Date - 09/20/2018	0	Yes
Cytera Communications, LLC	Hubspan Inc	Service Order - Effective Date - 10/09/2018	0	Yes
Cytera Communications, LLC	Hubspan, Inc.	Order - Execution Date - 02/23/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	LOA - Effective Date - 10/15/2020	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	LOA - Effective Date - 11/16/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	LOA - Effective Date - 11/16/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	LOA - Effective Date - 11/16/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - CUS0002801	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - CUS0008310	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 01/06/2020	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 02/06/2019	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 03/05/2020	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 04/08/2020	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 09/26/2019	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 09/26/2019	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 10/15/2020	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Effective Date - 11/16/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Network Inc.	Service Order - Execution Date - 09/23/2022	0	Yes
Cytera Communications, LLC	Hudson Fiber Networks	Order - Execution Date - 01/30/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Networks	Order - Execution Date - 06/08/2018	0	Yes
Cytera Communications, LLC	Hudson Fiber Networks	Service Order No. 824379 - Execution Date - 12/15/2017	0	Yes
Cytera Communications, LLC	Hudson Fiber Networks	Service Order No. 826554 - Execution Date - 03/01/2018	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Order - CUS0009738	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Order - Effective Date - 03/13/2019	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Order - Effective Date - 03/13/2019	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Order - Effective Date - 07/01/2020	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Order - Effective Date - 09/07/2018	0	Yes
Cytera Communications, LLC	Hudson River Trading LLC	Service Order - Effective Date - 10/24/2019	0	Yes
Cytera Communications, LLC	Hudson River Trading, LLC	Order - Execution Date - 05/23/2017	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Hudson River Trading, LLC	SERVICE ORDER - Execution Date - 11/01/2017	0	Yes
Cyxtera Communications Canada, ULC	Huge Impact Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	Huge Impact Inc.	Service Order - Effective Date - 06/15/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Huge Impact Inc.	Service Order - Execution Date - 05/31/2023	0	Yes
Cyxtera Communications, LLC	Humes Systems Inc.	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Humes Systems Inc.	Service Order - Effective Date - 10/14/2021	0	Yes
Cyxtera Technologies, Inc	Humidity Solutions Ltd	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Agreement - Non Master - Execution Date - 05/25/2016	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 01/08/2013	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 03/22/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 04/08/2013	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 04/21/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 04/21/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 04/21/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 04/26/2018	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 05/01/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 05/08/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 05/16/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 05/29/2018	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 06/02/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 07/10/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment - Execution Date - 08/02/2016	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 1 to CenturyLink Interstate Private Line and .	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 1 to CenturyLink Total Advantage Agreeem	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 10 to CenturyLink Total Advantage Agreee	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 10 to CenturyLink Total Advantage Agreee	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 10 to CenturyLink Total Advantage Agreee	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 11 Domestic Network Diversity Services Pric	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 11 to CenturyLink IQ SIP Trunk Service Exhib	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 12 to CenturyLink IQ SIP Trunk Service Exhib	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 13. to CenturyLink Total Advantage Agree	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	AMENDMENT No. 2 TO CENTURYLINK TOTAL ADVANTAGE AC	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	AMENDMENT No. 3 TO CENTURYLINK TOTAL ADVANTAGE AC	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	AMENDMENT NO. 5 TO CENTURYLINK TOTAL ADVANTAGE A	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No. 6 to CenturyLink Total Advantage Agree	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No.3 to CenturyLink Total Advantage Agree	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Amendment No.4 to CenturyLink Total Advantage Agree	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Entrance Facilities Addendum - Execution Date -	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Pricing Change Order (PCO) to CenturyLink Total	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Statement of Work for Hunter Douglas Conduit -	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Statement of Work for Hunter Douglas, Inc. Hous	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Statement of Work for Hunter Douglas, Inc. Point	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Letter of Agency for Connecting Facility Assignment - Executi	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) CENTURYLI	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) Form for CenturyLi	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) To CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) To Centurylink Tot	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Order - Execution Date - 05/02/2017	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Order - Execution Date - 08/13/2013	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Agreement - DEN2-A	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Agreement - S630369	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Order - CUS0041137	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Order - Effective Date - 08/06/2020	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Order - Effective Date - 10/12/2020	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Order No. 259087 - Execution Date - 05/13/2013	0	Yes
Cyxtera Communications, LLC	Hunter Douglas, Inc.	Service Order No. 259896 - Execution Date - 05/20/2013	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Hunter Douglas, Inc.	Service Order No. 261216	0	Yes
Cytera Communications, LLC	Hunter Douglas, Inc.	Service Order No. 264534 - Execution Date - 08/13/2013	0	Yes
Cytera Communications, LLC	Hunter Douglas, Inc.	Service Order No. 305219 - Execution Date - 04/14/2014	0	Yes
Cytera Communications, LLC	Hunter Douglas, Inc.	Service Quote No. 280053	0	Yes
Cytera Communications, LLC	Hunter Douglas, Inc.	Statement of Work - Execution Date - 11/20/2017	0	Yes
Cytera Technologies, LLC	Hurricane Electric	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	HX Global, Inc.	Master Service Agreement	25,075	Yes
Cytera Technologies, Inc	HX Global, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Federal Group, Inc	HYCU	FEDERAL RESELLER AGREEMENT	0	Yes
Cytera Communications Canada, ULC	Hydro One Networks Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Effective Date - 02/10/2022	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Effective Date - 03/08/2022	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Effective Date - 03/24/2022	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Effective Date - 04/19/2022	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Effective Date - 09/09/2022	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Effective Date - 09/30/2021	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Execution Date - 04/21/2023	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order - Execution Date - 09/09/2022	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Networks Inc.	Service Order Q-41785 - Execution Date - 09/30/2021	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Telecom, Inc.	Order - Execution Date - 05/07/2018	0	Yes
Cytera Comm. Canada, Inc.	Hydro One Telecom, Inc.	Service Order No. 834541 - Execution Date - 06/27/2018	0	Yes
Cytera Communications, LLC	HyperGen Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	HyperGen Inc.	Service Order - Effective Date - 02/09/2022	0	Yes
Cytera Communications, LLC	HyperGen Inc.	Service Order - Effective Date - 05/28/2021	0	Yes
Cytera Communications, LLC	HyperOffice	Cytera Master Services Agreement - Execution Date - 06/29/2018	0	Yes
Cytera Communications, LLC	HyperOffice	Cytera Service Schedule - Execution Date - 06/29/2018	0	Yes
Cytera Communications, LLC	HyperOffice	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	HyperOffice	Service Agreement - IAD2-A	0	Yes
Cytera Communications, LLC	HyperOffice	Service Level Agreement	0	Yes
Cytera Communications, LLC	HyperOffice	Service Order No. 828921 - Execution Date - 06/29/2018	0	Yes
Cytera Communications, LLC	Hysecurity	Agreement - Non Master - Execution Date - 02/05/2016	0	Yes
Cytera Communications, LLC	Hysecurity	Agreement - Non Master - Execution Date - 02/26/2016	0	Yes
Cytera Communications, LLC	Hysecurity	Assignment of Colocation Services - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	Hysecurity	AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICATIONS	0	Yes
Cytera Communications, LLC	Hysecurity	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Hysecurity	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Hysecurity	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Hysecurity	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Hysecurity	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AGREEMENT - SUMMARY	0	Yes
Cytera Communications, LLC	Hysecurity	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AMENDMENT - SUMMARY	0	Yes
Cytera Communications, LLC	HySecurity	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	HySecurity	Service Order - Effective Date - 06/03/2019	0	Yes
Cytera Technologies, LLC	I B Installations, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	I B Installations, LLC	Procurement Standard Terms & Conditions	0	Yes
Cytera Communications, LLC	I Venue.com	Savvis Master services Agreement - Execution Date - 03/31/2012	0	Yes
Cytera Communications, LLC	I Venue.com	Savvis Service Schedule - Execution Date - 02/21/2012	0	Yes
Cytera Communications, LLC	I Venue.com	Savvis SLA Attachment - Colocation - Execution Date - 09/25/2012	0	Yes
Cytera Communications, LLC	I Venue.com	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	I Venue.com	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	I Venue.com	Service Level Agreement	0	Yes
Cytera Communications, LLC	I Venue.com	Service Order - Effective Date - 02/14/2020	0	Yes
Cytera Communications, LLC	I Venue.com	Service Order - Effective Date - 02/14/2020	0	Yes
Cytera Communications, LLC	I Venue.com	Service Order - Effective Date - 02/14/2020	0	Yes
Cytera Communications, LLC	I Venue.com	Service Order - Effective Date - 02/14/2020	0	Yes
Cytera Communications, LLC	I Venue.com	Service Order - Effective Date - 02/14/2020	0	Yes
Cytera Communications, LLC	iberiabank	Addendum - Execution Date - 12/06/2016	0	Yes
Cytera Communications, LLC	iberiabank	Addendum - Execution Date - 12/09/2016	0	Yes
Cytera Communications, LLC	iberiabank	Master Services Agreement - Execution Date - 12/09/2016	0	Yes
Cytera Communications, LLC	iBeriabank	Order - Execution Date - 12/08/2016	0	Yes
Cytera Communications, LLC	iBERIABANK	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Iberiabank	Service Level Agreement	0	Yes
Cytera Communications, LLC	IBI Group	Agreement - Non Master - Execution Date - 06/17/2013	0	Yes
Cytera Communications, LLC	IBI Group	Amendment - Execution Date - 03/22/2013	0	Yes
Cytera Communications, LLC	IBI Group	Amendment No. 2 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	IBI Group	Assignment of Colocation Services - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	IBI Group	CenturyLink is Total Loyal Advantage Non-Standard Pricing Contract	0	Yes
Cytera Communications, LLC	IBI Group	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	IBI GROUP	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	IBI Group	Service Order - CUS0002958	0	Yes
Cytera Communications, LLC	IBI Group	Service Order - Effective Date - 04/29/2022	0	Yes
Cytera Communications, LLC	IBI Group	Service Order - Effective Date - 04/29/2022	0	Yes
Cytera Communications, LLC	IBI Group	Service Order - Effective Date - 07/25/2018	0	Yes
Cytera Communications, LLC	IBI Group	Service Order - Effective Date - 07/25/2018	0	Yes
Cytera Communications, LLC	IBI Group	Service Order No. 453443 - Execution Date - 04/27/2015	0	Yes
Cytera Comm. Canada, Inc.	IBM Canada Ltd.	Savvis SLA Attachment-Colocation	0	Yes
Cytera Communications Canada, ULC	IBM Canada Ltd.	Service Agreement - S631546	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	iMarc Inc.	Service Order - Effective Date - 02/28/2022	0	Yes
Cytera Communications, LLC	iMarc Inc.	Service Order - Effective Date - 05/19/2021	0	Yes
Cytera Communications, LLC	iMarc Inc.	Service Order - Effective Date - 05/27/2022	0	Yes
Cytera Communications, LLC	iMarc Inc.	Service Order - Effective Date - 06/12/2019	0	Yes
Cytera Communications, LLC	iMarc Inc.	Service Order - Effective Date - 07/26/2018	0	Yes
Cytera Communications, LLC	iMarc Inc.	Service Order - Effective Date - 09/29/2021	0	Yes
Cytera Technologies, LLC	Imasons	Corporate Partner Sponsorship Agreement	0	Yes
Cytera Communications, LLC	IMAX	Service Order - Effective Date - 04/22/2021	0	Yes
Cytera Communications, LLC	IMAX	Service Order No. 834457 - Execution Date - 06/29/2018	0	Yes
Cytera Communications, LLC	IMAX	Service Order No. 819307 - Execution Date - 03/13/2018	0	Yes
Cytera Communications, LLC	IMAX	Service Order No. 830198 - Execution Date - 04/04/2018	0	Yes
Cytera Communications, LLC	IMAX Corporation	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	iMemories, Inc.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	iMemories, Inc.	Service Order - Effective Date - 06/14/2021	0	Yes
Cytera Communications, LLC	iMemories, Inc.	Service Order - Effective Date - 12/09/2020	0	Yes
Cytera Communications, LLC	iMemories, Inc.	Service Order - Execution Date - 05/10/2023	0	Yes
Cytera Technologies, LLC	IMS Engineered Products, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	InComm Product Control	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	InComm Product Control, Inc.	Order - Execution Date - 04/28/2017	0	Yes
Cytera Communications, LLC	InComm Product Control, Inc.	Order - Execution Date - 05/16/2017	0	Yes
Cytera Communications, LLC	InComm Product Control, Inc.	Service Order - Effective Date - 02/25/2021	0	Yes
Cytera Communications, LLC	InComm Product Control, Inc.	Service Order No. 819059 - Execution Date - 09/26/2017	0	Yes
Cytera Communications, LLC	Index Fund Advisors, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Index Fund Advisors, Inc.	Service Order - Effective Date - 10/13/2020	0	Yes
Cytera Communications, LLC	Index Fund Advisors, Inc.	Service Order - Effective Date - 10/21/2021	0	Yes
Cytera Data Centers, Inc	Indigo Telecom Group	RESELLER AGREEMENT	0	Yes
Cytera Technologies, LLC	Indukuri Raju	Consulting Agreement	0	Yes
Cytera Comm. Canada, Inc.	Industrial Alliance Financial Services Inc.	Service Order - Effective Date - 02/28/2022	0	Yes
Cytera Communications Canada, ULC	Industrial Alliance Financial Services, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Industrial Valve	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Industrial Valve	Service Order - Effective Date - 04/24/2020	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Agreement - Non Master - Effective Date - 10/01/2021	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Letter of Disconnect - Execution Date - 04/05/2023	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Agreement - IAD2-B	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - CUS0056293	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - CUS0072640	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - CUS0072640	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - Effective Date - 06/07/2022	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - Effective Date - 06/30/2021	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - Effective Date - 07/08/2022	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - Execution Date - 01/20/2023	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - Execution Date - 04/05/2023	0	Yes
Cytera Communications, LLC	Infinite Talent, Inc.	Service Order - Execution Date - 09/20/2022	0	Yes
Cytera Communications, LLC	INFINITE TECHNOLOGIES INC	Service Agreement - S638068	0	Yes
Cytera Management Inc	Inflect, Inc.	Partner Program Agreement	0	Yes
Cytera Communications, LLC	InfoArmor	Amendment - Execution Date - 08/12/2016	0	Yes
Cytera Communications, LLC	InfoArmor	Amendment - Execution Date - 08/15/2016	0	Yes
Cytera Communications, LLC	InfoArmor	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	InfoArmor	Order - Execution Date - 08/11/2016	0	Yes
Cytera Communications, LLC	InfoArmor	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	InfoArmor	Service Order - Effective Date - 02/09/2021	0	Yes
Cytera Communications, LLC	Infoblox Inc. - Marketing	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	Infoblox Inc. - Marketing	Service Order - Effective Date - 03/28/2020	0	Yes
Cytera Communications, LLC	InfoDefense, Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	InfoDefense, Inc.	Service Order - Effective Date - 03/31/2021	0	Yes
Cytera Communications, LLC	InfoManage Corporation	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	InfoManage Corporation	Service Order - Effective Date - 07/27/2021	0	Yes
Cytera Communications, LLC	InfoMart, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	InfoMart, Inc.	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	InfoMart, Inc.	Service Order - Execution Date - 01/27/2023	0	Yes
Cytera Communications, LLC	InfoMart, Inc.	Service Order - Execution Date - 10/12/2022	0	Yes
Cytera Communications, LLC	Infonox On the Web, Inc.	Service Agreement - S629113	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Addendum - Execution Date - 09/27/2012	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 01/27/2014	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 03/11/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 03/21/2014	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 03/27/2014	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 05/13/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 05/21/2015	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 05/30/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 06/05/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 06/10/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 06/19/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 08/01/2013	0	Yes
Cytera Communications, LLC	Infor (GA), Inc.	Order - Execution Date - 09/17/2014	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Insight Glass Services	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	Insight Global Canada, Inc.	Master Services Agreement for Staffing Services	0	Yes
Cytera Communications, LLC	Insight Global, LLC	Commercial Contract Employee Rate Agreement	0	Yes
Cytera Technologies, LLC	Insight Technology Solutions GmbH	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Data Centers, Inc	Insight Technology Solutions GmbH (Insight)	Sales Agreement	0	Yes
Cytera Technologies, Inc	Insight Technology Solutions Pte. Ltd.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Instamed Communications, LLC	Addendum - Execution Date - 01/27/2005	0	Yes
Cytera Communications, LLC	Instamed Communications, LLC	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Exhibit A Service Level Agreement ("SLA") For On 0	0	Yes
Cytera Communications, LLC	Instamed Communications, LLC	Master Services Agreement - Execution Date - 01/05/2005	0	Yes
Cytera Communications, LLC	Instamed Communications, LLC	Order - Execution Date - 04/16/2018	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Order - Execution Date - 06/13/2016	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Order - Execution Date - 10/09/2009	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	QUOTE1138744-001.SignedImage	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	QUOTE1141677-001.SignedImage	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	QUOTE1205557-001.SignedImage	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Savvis Service Level Attachment - Colocation Services Service 0	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Savvis SLA Attachment - Colo Bandwidth/HSDIA - Execution D 0	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Savvis SLA Attachment - Colocation/Internet Connection - Exe 0	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order - Effective Date - 09/23/2021	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order - Effective Date - 10/12/2020	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order - Effective Date - 11/12/2020	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order - Effective Date - 11/22/2020	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order No. 830593 - Execution Date - 04/16/2018	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order No. 257797 - Execution Date - 04/23/2013	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order No. 282739 - Execution Date - 09/24/2013	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order No. 728522 - Execution Date - 07/28/2016	0	Yes
Cytera Communications, LLC	Instamed Communications, LLC	Service Order No. 728547 - Execution Date - 07/28/2016	0	Yes
Cytera Communications, LLC	InstaMed Communications, LLC	Service Order No. 816940 - Execution Date - 09/07/2017	0	Yes
Cytera Communications, LLC	Instinet Corporation	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Instinet Group, LLC	Service Order - Effective Date - 01/20/2021	0	Yes
Cytera Communications, LLC	Instinet Group, LLC	Service Order - Effective Date - 01/29/2020	0	Yes
Cytera Communications, LLC	Instinet Group, LLC	Service Order - Effective Date - 06/28/2022	0	Yes
Cytera Communications, LLC	Institute of Reading Development	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Institute of Reading Development	Service Order - CUS0041052	0	Yes
Cytera Communications, LLC	Institute of Reading Development	Service Order - CUS0041052	0	Yes
Cytera Communications, LLC	Institute of Reading Development	Service Order - Effective Date - 09/21/2018	0	Yes
Cytera Communications, LLC	Institute of Reading Development	Service Order - Effective Date - 09/21/2018	0	Yes
Cytera Communications, LLC	Institute of Reading Development	Service Order - Effective Date - 10/08/2020	0	Yes
Cytera Communications, LLC	InstyMeds Corporation	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Instymeds, Corp.	2. Description Of Work - Execution Date - 07/17/2015	0	Yes
Cytera Communications, LLC	InstyMeds, Corp.	Agreement - Non Master - Execution Date - 06/22/2009	0	Yes
Cytera Communications, LLC	Instymeds, Corp.	Agreement - Non Master - Execution Date - 06/22/2009	0	Yes
Cytera Communications, LLC	Instymeds, Corp.	Amendment No. 2 to CenturyLink Total Advantage Agreemen 0	0	Yes
Cytera Communications, LLC	Instymeds, Corp.	Assignment of Colocation Services - Execution Date - 02/22/2 0	0	Yes
Cytera Communications, LLC	InstyMeds, Corp.	CenturyLink Total Advantage Express - Agreement - Summary 0	0	Yes
Cytera Communications, LLC	InstyMeds, Corp.	Qwest Total Advantage Agreement-Option Z Monthly Assessi 0	0	Yes
Cytera Communications, LLC	Instymeds, Corp.	Service Order No. 496111 - Execution Date - 07/17/2015	0	Yes
Cytera Communications, LLC	InstyMeds, Corp.	Service Order No. 506359 - Execution Date - 07/17/2015	0	Yes
Cytera Communications, LLC	InstyMeds, Corp.	Subcontractor Business Associate Agreement - Execution Dat 0	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	CenturyLink Master Services Agreement - Execution Date - 03 0	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	CenturyLink Service Level Attachment - Colocation Services Sx 0	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	CenturyLink Service Schedule - Execution Date - 03/31/2015	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	CenturyLink SLA Attachment - Application Transport Network 0	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 01/31/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 01/31/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 03/29/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 03/29/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 05/01/2019	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 05/22/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 05/22/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 06/04/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 06/15/2017	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau of Canada	Order - Execution Date - 07/13/2017	0	Yes
Cytera Communications Canada, ULC	Insurance Bureau Of Canada	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Insurance Bureau Of Canada	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - CUS0014504	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - CUS0014573	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - Effective Date - 07/11/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - Effective Date - 08/20/2018	0	Yes
Cytera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - Effective Date - 09/07/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - Effective Date - 10/30/2018	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - Effective Date - 10/30/2018	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau Of Canada	Service Order - Effective Date - 11/08/2019	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau of Canada	Service Order - Execution Date - 12/06/2022	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau of Canada	Service Order No. 829872 - Execution Date - 04/05/2018	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau of Canada	Service Order No. 815261 - Execution Date - 08/11/2017	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau of Canada	Service Order No. 816231 - Execution Date - 08/11/2017	0	Yes
Cytxera Comm. Canada, Inc.	Insurance Bureau of Canada	Service Order No. 834534 - Execution Date - 06/27/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 03/01/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 04/23/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 05/18/2016	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 06/11/2010	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 07/09/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 08/04/2009	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 08/07/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment - Execution Date - 10/16/2017	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 1 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 10 to CenturyLink Total Advantage Agree	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 11 to CenturyLink Total Advantage Agree	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 13 to CenturyLink Total Advantage Agree	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 15 to CenturyLink Total Advantage Agree	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 2 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Amendment No. 9 to CenturyLink Total Advantage Agree	0	Yes
Cytxera Communications, LLC	Insurance Company Of The West	Assignment of Colocation Services - Execution Date - 02/20/2	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 05/03/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 05/03/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 05/03/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 05/16/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 05/16/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 05/16/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 07/07/2017	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 07/07/2017	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 07/07/2017	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Order - Execution Date - 07/07/2017	0	Yes
Cytxera Communications, LLC	Insurance Company of The West	Order - Execution Date - 07/12/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of The West	Order - Execution Date - 07/12/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Partial A&A Agreement - Execution Date - 01/12/2018	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Qwest Total Advantage Agreement - Option Z - Annual Assess	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Qwest Total Advantage Agreement - Option Z Annual Assessr	0	Yes
Cytxera Communications, LLC	INSURANCE COMPANY OF THE WEST	Service Agreement - DFW1-A	0	Yes
Cytxera Communications, LLC	INSURANCE COMPANY OF THE WEST	Service Agreement - LAX3-A	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 05/14/2020	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 05/14/2020	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 05/24/2022	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 06/09/2020	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 06/09/2020	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 06/21/2022	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 11/17/2020	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order - Effective Date - 11/17/2020	0	Yes
Cytxera Communications, LLC	INSURANCE COMPANY OF THE WEST	Service Order - Execution Date - 05/23/2023	0	Yes
Cytxera Communications, LLC	INSURANCE COMPANY OF THE WEST	Service Order - Execution Date - 10/04/2022	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order No. 240314 - Execution Date - 02/28/2013	0	Yes
Cytxera Communications, LLC	Insurance Company of the West	Service Order No. 815313 - Execution Date - 08/11/2017	0	Yes
Cytxera Communications Canada, ULC	Insurance Systems Inc.	Service Agreement - S629819	0	Yes
Cytxera Communications, LLC	Insycom, Inc	Service Agreement - BOS1-A	0	Yes
Cytxera Communications, LLC	Intacct Corporation	Service Agreement - S629986	0	Yes
Cytxera Communications, LLC	Intacct Corporation	Service Level Agreement	0	Yes
Cytxera Communications, LLC	Intacct Corporation	Service Level Agreement	0	Yes
Cytxera Communications, LLC	Intacct Corporation	Service Order - Execution Date - 03/22/2012	0	Yes
Cytxera Communications, LLC	Intacct Corporation	Service Order - Execution Date - 11/22/2011	0	Yes
Cytxera Communications, LLC	Intacct, Corp.	Order - Execution Date - 05/11/2017	0	Yes
Cytxera Communications, LLC	Intacct, Corp.	Service Order - Execution Date - 11/28/2017	0	Yes
Cytxera Communications, LLC	Intacct, Corp.	Service Order No. 816349 - Execution Date - 09/01/2017	0	Yes
Cytxera Management Inc	Intangent, Inc.	Master Services Agreement	0	Yes
Cytxera Communications, LLC	Intangent, Inc.	Project Change Request	0	Yes
Cytxera Communications, LLC	Intangent, Inc.	Statement of Work	0	Yes
Cytxera Technologies, LLC	Integra Mission Critical LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytxera Communications, LLC	Integracore	Service Agreement - S628852	0	Yes
Cytxera Communications, LLC	IntegraMed America	Service Order No. 824462 - Execution Date - 12/17/2017	0	Yes
Cytxera Communications, LLC	Integrated IT Solutions	Letter of Disconnect - Execution Date - 05/23/2023	0	Yes
Cytxera Communications, LLC	Integrated IT Solutions	Service Agreement - PHX1-A	0	Yes
Cytxera Communications, LLC	Integrated IT Solutions	Service Order - Effective Date - 01/26/2021	0	Yes
Cytxera Communications, LLC	Integrated IT Solutions	Service Order - Effective Date - 04/09/2019	0	Yes
Cytxera Communications, LLC	Integrated IT Solutions	Service Order - Execution Date - 05/23/2023	0	Yes
Cytxera Communications, LLC	Integrated Media Technologies, Inc.	Service Agreement - LAX2-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Technologies, LLC	iPayables	Work Order re: Report Update and Automation	0	Yes
Cyxtera Communications, LLC	IPayables Inc	Service Order - Execution Date - 05/11/2023	0	Yes
Cyxtera Communications, LLC	iPayables, Inc.	Confidentiality and Non-Disclosure Agreement - Execution Date - 03/25/2010	0	Yes
Cyxtera Technologies, Inc	iPayables, Inc.	Order Form	36,600	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Savvis Master Services Agreement - Execution Date - 11/09/2007	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Savvis Service Level Agreement - Colocation Services Service I	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Savvis Service Schedule - Execution Date - 03/25/2010	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 11/23/2007	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Execution Date - 03/25/2010	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	IPayables, Inc.	Service Order - Effective Date - 10/21/2021	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc	Service Order - Execution Date - 04/20/2023	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc	Service Order - Execution Date - 04/25/2023	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc	Service Order - Execution Date - 04/26/2023	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc	Service Order - Execution Date - 05/09/2023	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	CenturyLink Total Advantage Agreement - Annual Assessment	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Savvis Master Services Agreement - Execution Date - 09/21/2007	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Savvis Service Schedule - Execution Date - 09/21/2007	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 07/21/2007	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Savvis SLA Attachment - Managed Hostings Services - Execution Date - 03/25/2010	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Agreement - EWR1-A	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Agreement - EWR2-A	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Agreement - EWR2-C	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Agreement - ORD1-B	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order - Execution Date - 02/25/2011	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order - Execution Date - 03/14/2011	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order - Execution Date - 03/14/2011	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order - Execution Date - 03/25/2011	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order - Execution Date - 04/27/2011	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order - Execution Date - 08/24/2010	0	Yes
Cyxtera Communications, LLC	IPC Network Services, Inc.	Service Order No. 802021 - Execution Date - 02/02/2017	0	Yes
Cyxtera Communications, LLC	Ipreo	Service Order No. 824282 - Execution Date - 12/14/2017	0	Yes
Cyxtera Communications, LLC	Ipreo	Service Order No. 829141 - Execution Date - 03/27/2018	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Master Services Agreement - Execution Date - 12/10/2012	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Savvis Master Services Agreement - Execution Date - 12/10/2012	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Agreement - EWR2-A	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Agreement - IAD1-A	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Agreement - IAD1-B	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - CUS0018683	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - CUS0018683	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 03/26/2019	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 03/26/2019	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 05/28/2021	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 07/09/2021	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 07/21/2021	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 07/23/2018	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 11/01/2019	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 11/12/2019	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 12/19/2018	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 12/24/2021	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 12/24/2021	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 12/24/2021	0	Yes
Cyxtera Communications, LLC	Ipreo, LLC	Service Order - Effective Date - 12/24/2021	0	Yes
Cyxtera Communications, LLC	IPREO, LLC	Service Order No. Q-05197-2 - Execution Date - 03/26/2019	0	Yes
Cyxtera Communications Canada, ULC	iQor Canada Ltd.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - CUS0019643	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - CUS0022141	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - Effective Date - 02/08/2022	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - Effective Date - 02/24/2021	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - Effective Date - 02/25/2020	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - Effective Date - 03/10/2020	0	Yes
Cyxtera Comm. Canada, Inc.	iQor Canada Ltd.	Service Order - Effective Date - 12/17/2019	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	CenturyLink Total Advantage Non-Standard Pricing Change Order	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Savvis SLA Attachment - Application Transport Network - Execution Date - 10/31/2007	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 10/31/2007	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Savvis SLA Attachment - Managed Hosting Services - Execution Date - 03/25/2010	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Agreement - S629611	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order - Execution Date - 01/25/2011	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order - Execution Date - 05/24/2011	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order - Execution Date - 07/05/2011	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order - Execution Date - 07/26/2011	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order - Execution Date - 12/01/2010	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order - Execution Date - 12/28/2012	0	Yes
Cyxtera Communications, LLC	Irdeto USA, Inc.	Service Order No. 352735 - Execution Date - 11/17/2014	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Iron Mountain Data Centers	615 North 48th Street, Phoenix Master Agreement	1,304,462	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Letter of Disconnect - Execution Date - 01/26/2023	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 03/30/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 03/30/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 04/05/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 04/30/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 05/19/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 06/30/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 07/16/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 09/15/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	LOA - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 01/18/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 02/20/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 02/20/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 02/24/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 03/30/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 03/30/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 04/05/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 04/05/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 04/17/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 04/30/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 05/19/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 06/23/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 06/30/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 06/30/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 07/09/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 07/15/2022	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 07/16/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 07/29/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 09/15/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 09/15/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 10/16/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 10/27/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	Iron Mountain Data Centers, LLC	Service Order - Execution Date - 01/26/2023	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - CUS0017945	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - CUS0017946	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - CUS0026267	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - CUS0026269	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - CUS0026269	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - CUS0029866	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 05/12/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 05/12/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 06/05/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 07/01/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 07/01/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 07/24/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 09/22/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 09/22/2020	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 12/23/2019	0	Yes
Cytera Communications, LLC	Iron Mountain Information Management, LL	Service Order - Effective Date - 12/23/2019	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Addendum - Execution Date - 04/30/2013	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Amendment to the Master Services Agreement - Execution D	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Exhibit A Service Level Agreement ("SLA") for Int	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Master Services Agreement - Execution Date - 02/15/2016	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Master Services Agreement - Execution Date - 09/29/2004	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Savvis Master Services Agreement - Execution Date - 04/30/2	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Savvis SLA Attachment - Colocation - Execution Date - 03/05/	0	Yes
Cytera Communications Canada, ULC	Iron Mountain Information Management, LLC	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Service Order - Execution Date - 08/12/2019	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Service Order - Execution Date - 11/27/2017	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Service Order No. 762185 - Execution Date - 09/20/2016	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Service Order No. 781528 - Execution Date - 10/21/2016	0	Yes
Cytera Comm. Canada, Inc.	Iron Mountain Information Management, LLC	Service Order No. 819162 - Execution Date - 12/17/2017	0	Yes
Cytera Communications, LLC	Iron Mountain, Inc.	Service Order No. 248444 - Execution Date - 04/30/2013	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Ironshore	Insurance Policy - IRONTX009053443 - Storage Tank	0	Yes
Cytera Netherlands B.V	ISG Limited	Service Order - Execution Date - 03/07/2023	0	Yes
Cytera Netherlands B.V	ISG Limited	Service Order - Execution Date - 04/24/2023	0	Yes
Cytera Netherlands B.V	ISG Limited	Service Order - Execution Date - 05/03/2023	0	Yes
Cytera Communications, LLC	Isleta Pueblo - Tribal Admin	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	Isleta Pueblo - Tribal Admin	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	Isleta Pueblo - Tribal Admin	Service Order - CUS0026696	0	Yes
Cytera Communications, LLC	Isleta Pueblo - Tribal Admin	Service Order - Effective Date - 06/16/2020	0	Yes
Cytera Management Inc	ISS Corporate Solutions, Inc.	Letter re: Subscription of Services	0	Yes
Cytera Communications, LLC	IT Solutions Group	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	IT Solutions Group, Inc.	Order - Execution Date - 04/18/2017	0	Yes
Cytera Communications, LLC	IT Solutions Group, Inc.	Service Order - Effective Date - 01/14/2022	0	Yes
Cytera Communications, LLC	IT Solutions Group, Inc.	Service Order No. 816094 - Execution Date - 08/14/2017	0	Yes
Cytera Communications, LLC	iTeknique	CenturyLink Total Advantage Agreement - Attachment A Affir	0	Yes
Cytera Communications, LLC	iTeknique	CenturyLink Total Advantage Agreement Affinity Customer A	0	Yes
Cytera Communications, LLC	ITEKNIQUE	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	ITEKNIQUE	Service Agreement - SFO3-B	0	Yes
Cytera Communications, LLC	ITEKNIQUE	Service Order - Effective Date - 11/25/2020	0	Yes
Cytera Communications, LLC	ITEKNIQUE	Service Order - Effective Date - 11/25/2020	0	Yes
Cytera Communications, LLC	iTeknique	Service Order No. 396969 - Execution Date - 11/25/2014	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Amendment - Execution Date - 01/04/2019	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Amendment - Execution Date - 04/05/2021	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Amendment - Execution Date - 11/15/2018	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	CenturyLink Service Level Attachment - Colocation Services S	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Order - Execution Date - 05/17/2018	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Order - Execution Date - 05/24/2016	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Order - Execution Date - 08/03/2016	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Order - Execution Date - 08/07/2019	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Order - Execution Date - 08/17/2016	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Order - Execution Date - 11/08/2017	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Savvis Hosting/Colocation Service Schedule - Execution Date -	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Savvis Network Service Schedule - Execution Date - 10/27/201	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Second Amendment to Master Services Agreement - Executic	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 07/12/2011	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 08/24/2011	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 08/27/2012	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 09/12/2011	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 10/03/2011	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 11/16/2017	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order - Execution Date - 11/24/2017	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order No. 829461 - Execution Date - 06/25/2018	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order No. 237894 - Execution Date - 10/05/2012	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order No. 259981 - Execution Date - 05/15/2013	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order No. 576535 - Execution Date - 11/10/2015	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order No. 813296 - Execution Date - 09/28/2017	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Service Order No. 96384 - Execution Date - 08/27/2012	0	Yes
Cytera Communications, LLC	ITG Global Production, Inc.	Settlement Agreement - Execution Date - 01/29/2014	0	Yes
Cytera Communications, LLC	ITG, INC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	ITG, INC	Service Agreement - IAD2-A	0	Yes
Cytera Communications Canada, ULC	Ivanhoe Cambridge Inc	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Addendum - Execution Date - 06/08/2016	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Master Services Agreement - Execution Date - 06/08/2016	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Service Order No. 714354 - Execution Date - 06/29/2016	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Service Order No. 729054 - Execution Date - 08/26/2016	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Service Order No. 752622 - Execution Date - 08/31/2016	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Service Order No. 795301 - Execution Date - 11/25/2016	0	Yes
Cytera Communications, LLC	Ivanhoe Cambridge, Inc.	Service Order No. 795600 - Execution Date - 11/15/2016	0	Yes
Cytera Communications, LLC	IVCI	CenturyLink Statement of Work - Execution Date - 12/12/201	0	Yes
Cytera Communications, LLC	IVCI	Order Form - Execution Date - 11/06/2009	0	Yes
Cytera Communications, LLC	IVCI	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	IVCI	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	IVCI	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	IVCI, LLC	Order - Execution Date - 06/16/2017	0	Yes
Cytera Communications, LLC	IVCI, LLC	Order - Execution Date - 06/16/2017	0	Yes
Cytera Communications, LLC	IVCI, LLC	Service Order - Effective Date - 01/15/2021	0	Yes
Cytera Communications, LLC	IVCI, LLC	Service Order - Effective Date - 06/27/2019	0	Yes
Cytera Communications, LLC	IVCI, LLC	Service Order - Effective Date - 08/20/2020	0	Yes
Cytera Communications, LLC	IVCI, LLC	Service Order No. 817028 - Execution Date - 09/07/2017	0	Yes
Cytera Communications Canada, ULC	iVedha Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	iVision Mobile	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	iVision Mobile	Service Order - Effective Date - 01/10/2020	0	Yes
Cytera Communications, LLC	iVision Mobile	Service Order - Effective Date - 02/13/2020	0	Yes
Cytera Communications, LLC	iVision Mobile	Service Order - Effective Date - 06/21/2021	0	Yes
Cytera Communications, LLC	iVision Mobile	Service Order - Effective Date - 12/12/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Jefferies LLC	Service Order - Effective Date - 02/04/2021	0	Yes
Cytera Communications, LLC	Jefferies LLC	Service Order - Effective Date - 03/02/2021	0	Yes
Cytera Communications, LLC	Jefferies LLC	Service Order - Effective Date - 07/31/2019	0	Yes
Cytera Communications, LLC	Jefferies LLC	Service Order - Execution Date - 02/15/2023	0	Yes
Cytera Communications, LLC	Jefferies LLC	Service Order - Execution Date - 06/01/2023	0	Yes
Cytera Communications, LLC	Jefferies, LLC	Order - Execution Date - 04/11/2018	0	Yes
Cytera Communications, LLC	Jefferies, LLC	Order - Execution Date - 04/24/2017	0	Yes
Cytera Communications, LLC	Jefferies, LLC	Service Order No. 806022 - Execution Date - 03/31/2017	0	Yes
Cytera Communications, LLC	Jefferies, LLC	Service Order No. Q-18371-2 - Execution Date - 07/30/2019	0	Yes
Cytera Communications, LLC	JEGS Automotive, Inc.	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	JEGS Automotive, Inc.	Service Order - CUS0061605	0	Yes
Cytera Communications, LLC	JEGS Automotive, Inc.	Service Order - Effective Date - 01/10/2022	0	Yes
Cytera Communications, LLC	JEGS Automotive, Inc.	Service Order - Effective Date - 11/03/2021	0	Yes
Cytera Communications, LLC	JEGS Automotive, Inc.	Service Order - Effective Date - 12/07/2021	0	Yes
Cytera Communications, LLC	Jessco Electric, LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Jet Electrical Testing, LLC	Purchase Order Number - 6040172	0	Yes
Cytera Communications, LLC	Jett Enterprise, LLC	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	JF SHEA CO INC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	JF SHEA CO INC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	JF SHEA CO INC	Service Order - Effective Date - 12/10/2020	0	Yes
Cytera Communications, LLC	JF SHEA CO INC	Service Order - Effective Date - 12/10/2020	0	Yes
Cytera Communications, LLC	JH COHN LLP	Service Agreement - S638031	0	Yes
Cytera Communications, LLC	JH COHN LLP	Service Agreement - S638032	0	Yes
Cytera Communications Canada, ULC	JIG Technologies Networks Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	JIG Technologies Networks Inc	Service Order - CUS0042054	0	Yes
Cytera Comm. Canada, Inc.	JIG Technologies Networks Inc	Service Order - Effective Date - 10/30/2020	0	Yes
Cytera Comm. Canada, Inc.	JIG Technologies Networks Inc	Service Order - Execution Date - 05/10/2023	0	Yes
Cytera Comm. Canada, Inc.	JIG Technologies Networks Inc	Service Order - Execution Date - 11/07/2022	0	Yes
Cytera Management Inc	JOELE FRANK	Engagement / Professional Retention Letter	0	No
Cytera Technologies, LLC	John F. Cali	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Johnson Controls, Inc.	Confidential Credit Application	0	Yes
Cytera Technologies, Inc	Johnson Controls, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Jones Institutional Trading	Service Agreement - EWR2-A	0	Yes
Cytera Data Centers, Inc	Jones Lang LaSalle Brokerage, Inc.	BROKER REFERRAL AGREEMENT	0	Yes
Cytera Technologies, Inc	Jones Lang LaSalle Brokerage, Inc.	Broker Referral Agreement	0	Yes
Cytera Data Centers, Inc	Jones Lang LaSalle Brokerage, Inc.	COMMISSION AGREEMENT WITH BROKER	0	Yes
Cytera Communications, LLC	Jonestrading Institutional Services, LLC	Service Order - Effective Date - 09/13/2021	0	Yes
Cytera Communications, LLC	JonesTrading Institutional Services, LLC	Service Order - Execution Date - 11/28/2017	0	Yes
Cytera Communications, LLC	JP Morgan Chase, NA GTI Transport	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	JP Morgan Chase, NA GTI Transport	Service Order - Effective Date - 07/21/2020	0	Yes
Cytera Communications, LLC	JP Morgan Chase, NA GTI Transport	Service Order - Effective Date - 10/11/2019	0	Yes
Cytera Communications, LLC	JP Morgan Chase, NA GTI Transport	Service Order - Effective Date - 12/09/2019	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National	Service Agreement - S630448	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Associatio	Service Order - CUS0006381	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Associatio	Service Order - CUS0006381	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Associatio	Service Order - Effective Date - 07/21/2020	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Associatio	Service Order - Effective Date - 08/12/2020	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Associatio	Service Order - Effective Date - 11/30/2018	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Agreement - Non Master - Execution Date - 05/04/2019	0	Yes
Cytera Communications, LLC	Jpmorgan Chase Bank, National Association	Order - Execution Date - 05/20/2019	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Savvis SLA Attachment - WIN Direct! - Execution Date - 12/30/2018	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Service Order - Execution Date - 12/21/2022	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Service Order No. 294780 - Execution Date - 03/27/2014	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Service Order No. 295620 - Execution Date - 04/07/2014	0	Yes
Cytera Communications, LLC	JPMorgan Chase Bank, National Association	Transfer of Services Agreement - Execution Date - 05/06/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Master Services Agreement - Execution Date - 09/19/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 02/08/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 04/17/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 05/02/2017	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 05/02/2017	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 05/07/2019	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 07/05/2017	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 08/09/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Order - Execution Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Agreement - S638249	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Level Agreement	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - CUS0003063	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - CUS0003063	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Jump Systems, LLC	Service Order - CUS0012745	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - CUS0020377	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - CUS0025474	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 01/21/2020	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 04/01/2022	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 04/28/2021	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 05/18/2020	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 05/20/2020	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 05/23/2022	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 07/13/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 07/27/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 08/08/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 08/25/2020	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 09/27/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 11/30/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Effective Date - 11/30/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Execution Date - 09/30/2022	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Execution Date - 10/12/2022	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order - Execution Date - 10/24/2022	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order No. 240487	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order No. 828787 - Execution Date - 03/08/2018	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Service Order No. Q-05454-1 - Execution Date - 11/29/2018	0	Yes
Cytera Communications, LLC	Jump systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Jump Systems, LLC	Statement of Work	0	Yes
Cytera Communications, LLC	JUSSETCO TRADING LIMITED	Service Agreement - (blank)	0	Yes
Cytera Communications, LLC	JUSSETCO TRADING LIMITED	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	JUSSETCO TRADING LIMITED	Service Agreement - DFW1-B	0	Yes
Cytera Communications Canada, ULC	JUSSETCO TRADING LIMITED	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Justia, Inc.	Cable & Wireless Internet Services, Inc. Master Services	0	Yes
Cytera Communications, LLC	Justia, Inc.	CenturyLink Master Services Agreement - Execution Date - 05/0	0	Yes
Cytera Communications, LLC	Justia, Inc.	CenturyLink Service Level Attachment - Colocation Services	0	Yes
Cytera Communications, LLC	Justia, Inc.	CenturyLink Service Schedule - Execution Date - 05/04/2016	0	Yes
Cytera Communications, LLC	Justia, Inc.	Master Services Agreement - Effective Date - 05/06/2016	0	Yes
Cytera Communications, LLC	Justia, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Justia, Inc.	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	Justia, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Justia, Inc.	Service Order No. 685489 - Execution Date - 05/03/2016	0	Yes
Cytera Comm. Canada, Inc.	JYSK Linen 'N Furniture, Inc.	Order - Execution Date - 01/29/2018	0	Yes
Cytera Communications, LLC	K and L Gates LLP	Service Agreement - SIN1-A	0	Yes
Cytera Communications, LLC	K&E Consulting, Inc	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	K&E Consulting, Inc	Service Order - Effective Date - 02/18/2020	0	Yes
Cytera Communications, LLC	K&E Consulting, Inc	Service Order - Effective Date - 02/25/2020	0	Yes
Cytera Communications, LLC	K&E Consulting, Inc	Service Order - Effective Date - 03/13/2020	0	Yes
Cytera Communications, LLC	K&E Consulting, Inc	Service Order - Effective Date - 08/14/2019	0	Yes
Cytera Communications, LLC	K&E Consulting, Inc	Service Order - Effective Date - 10/16/2019	0	Yes
Cytera Technologies, Inc	K.L. Wong International	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - CUS0044035	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - Effective Date - 02/04/2020	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - Effective Date - 08/02/2018	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - Effective Date - 08/06/2020	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - Effective Date - 12/15/2020	0	Yes
Cytera Communications, LLC	K2 Discovery Advisors Inc.	Service Order - Effective Date - 12/18/2020	0	Yes
Cytera Communications, LLC	Kaah Express	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Kaah Express	Service Order - CUS0004012	0	Yes
Cytera Communications, LLC	Kaah Express	Service Order - Effective Date - 08/21/2018	0	Yes
Cytera Communications, LLC	Kaah Express	Service Order - Effective Date - 08/21/2018	0	Yes
Cytera Communications, LLC	Kaah Express	Service Order - Effective Date - 08/21/2018	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	CenturyLink Total Advantage Agreement Monthly Assessmen	0	Yes
Cytera Communications, LLC	KabaFusion, LLC	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Non-Standard pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Service Order - Effective Date - 03/25/2020	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Service Order - Effective Date - 03/25/2020	0	Yes
Cytera Communications, LLC	Kabafusion, LLC	Service Order No. 657395 - Execution Date - 09/20/2016	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Karma Automotive, LLC	Service Order - Effective Date - 03/16/2022	0	Yes
Cytera Communications, LLC	Karma Automotive, LLC	Service Order - Effective Date - 06/28/2019	0	Yes
Cytera Communications, LLC	Karma Automotive, LLC	Service Order - Effective Date - 07/15/2019	0	Yes
Cytera Communications, LLC	Karma Automotive, LLC	Service Order - Effective Date - 12/23/2019	0	Yes
Cytera Communications, LLC	Karma Automotive, LLC	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications, LLC	Kaspick & Company	QUOTE1125201-001.SignedImage	0	Yes
Cytera Communications, LLC	Kaspick & Company	Savvis Network Service Schedule - Execution Date - 05/14/2010	0	Yes
Cytera Communications, LLC	Kaspick & Company	Savvis Professional Services(Including Media Services) Sched	0	Yes
Cytera Communications, LLC	Kaspick & Company	Savvis Security Service Schedule - Execution Date - 09/13/2000	0	Yes
Cytera Communications, LLC	Kaspick & Company	Savvis SLA Attachment - Colo Bandwidth/HSDIA - Execution D	0	Yes
Cytera Communications, LLC	Kaspick & Company	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Kaspick & Company	Service Agreement - S629925	0	Yes
Cytera Communications, LLC	Kaspick & Company	Service Level Agreement	0	Yes
Cytera Technologies, LLC	Kathy S Hamilton	Consulting Agreement	0	Yes
Cytera Technologies, LLC	Kathy S Hamilton	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	KATTEN	Engagement Letter	0	No
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Letter of Disconnect - Execution Date - 09/09/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Letter of Disconnect - Execution Date - 09/09/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Agreement - LAS12-A	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS0005396	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS0005396	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS0005396	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS0005396	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS0005396	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS0005396	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - CUS00070525	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 04/20/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 04/20/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 10/05/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 10/17/2018	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 11/28/2018	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Effective Date - 12/20/2018	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Execution Date - 09/09/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, L.P.	Service Order - Execution Date - 12/06/2022	0	Yes
Cytera Communications, LLC	Kayne Anderson Capital Advisors, LP	Service Order No. Q-00557-1 - Execution Date - 10/17/2018	0	Yes
Cytera Communications, LLC	KB HOME SERVICE COMPANY LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	KB HOME SERVICE COMPANY LLC	Service Order - Effective Date - 07/27/2020	0	Yes
Cytera Communications, LLC	KBC Bank	Amendment - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	KBC Bank	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	KBC Bank	Amendment to CenturyLink Total Advantage Agreement PCO	0	Yes
Cytera Communications, LLC	KBC Bank	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	KBC Bank	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	KBC Bank	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	KBC Bank	Service Order - Effective Date - 01/13/2019	0	Yes
Cytera Communications, LLC	KBC Bank	Service Order - Effective Date - 09/27/2018	0	Yes
Cytera Communications, LLC	KBC Bank	Service Order No. 365085 - Execution Date - 09/30/2014	0	Yes
Cytera Communications, LLC	KBC Bank	Service Order No. 370699 - Execution Date - 09/30/2014	0	Yes
Cytera Management Inc	KCC	Engagement Letter	0	No
Cytera Communications, LLC	Keefe Group LLC	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Keefe Group LLC	Service Order - CUS0037662	0	Yes
Cytera Communications, LLC	Keefe Group LLC	Service Order - Effective Date - 08/27/2020	0	Yes
Cytera Communications, LLC	Keefe Group LLC	Service Order - Effective Date - 09/17/2019	0	Yes
Cytera Communications, LLC	Keefe Group LLC	Service Order - Effective Date - 11/18/2020	0	Yes
Cytera Communications Canada, ULC	Keep It Safe USA	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	KeepItSafe	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Kellermeyer Bergensons Services, LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	KELYN Technologies, Inc	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cytera Federal Group, Inc	KELYN Technologies, Inc.	FEDERAL RESELLER AGREEMENT	0	Yes
Cytera Federal Group, Inc	KELYN Technologies, Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Technologies, Inc	Kenfield Metal Products Ltd	Vendor agreement dated 07 / 20 / 2023	0	Yes
Cytera Communications Canada, ULC	Kenna Communications LP	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Kenna Communications, LP	Centurylink Service Schedule - Execution Date - 06/13/2014	0	Yes
Cytera Communications, LLC	Kenna Communications, LP	Service Order No. 314053 - Execution Date - 06/13/2014	0	Yes
Cytera Communications, LLC	Kenna Communications, LP	Service Order No. 824200 - Execution Date - 01/04/2018	0	Yes
Cytera Communications, LLC	Kenna Communications, LP	Service Order No. 830476 - Execution Date - 04/11/2018	0	Yes
Cytera Communications, LLC	Kenna Communications, LP	Service Order No. 837161 - Execution Date - 10/10/2018	0	Yes
Cytera Communications, LLC	Keolis Transit America	Savvis Master Services Agreement - Execution Date - 04/01/20	0	Yes
Cytera Communications, LLC	Keolis Transit America	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Keolis Transit America	Savvis Service Level Attachment ("SLA") - Utility S	0	Yes
Cytera Communications, LLC	Keolis Transit America	Savvis Service Schedule - Execution Date - 04/01/2014	0	Yes
Cytera Communications, LLC	Keolis Transit America	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	Keolis Transit America	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Keolis Transit America	Service Level Agreement	0	Yes
Cytera Communications, LLC	Keolis Transit America	Service Order - Effective Date - 06/02/2021	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	King Solutions	Amendment No. 2 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	King Solutions	Amendment to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	King Solutions	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	King Solutions	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	King Solutions	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	King solutions	CPEaaS Rate Quote	0	Yes
Cytera Communications, LLC	King Solutions	Products and Services Agreement - Execution Date - 03/28/20	0	Yes
Cytera Communications, LLC	KING SOLUTIONS	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	King Solutions	Service Order No. 457039 - Execution Date - 06/01/2015	0	Yes
Cytera Technologies, Inc	Kingdom Asset Management, LLC dba briteVA	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cytera Data Centers, Inc	Kingdom Asset Management, LLC dba briteVA	RESELLER AGREEMENT	0	Yes
Cytera Technologies, Inc	Kingdom Asset Management, LLC dba briteVA	INFLUENCER REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Assignment of Non-Colocation Services - Execution Date - 03/	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Order - Execution Date - 05/22/2019	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Order - Execution Date - 05/22/2019	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Savvis Hosting/Colocation Service Schedule - Execution Date -	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Savvis Master Services Agreement - Execution Date - 02/26/2	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 256999	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 343920 - Execution Date - 08/19/2014	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 352971 - Execution Date - 07/13/2015	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 424234 - Execution Date - 01/30/2015	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 446936 - Execution Date - 02/25/2015	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 481613 - Execution Date - 04/29/2015	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 533394 - Execution Date - 08/03/2015	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 641903 - Execution Date - 03/22/2016	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 702109 - Execution Date - 06/06/2016	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 742064 - Execution Date - 09/22/2016	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 767120 - Execution Date - 09/28/2016	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 796376 - Execution Date - 01/09/2017	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 800578 - Execution Date - 01/24/2017	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 802253 - Execution Date - 03/10/2017	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 806446 - Execution Date - 03/29/2017	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 818032 - Execution Date - 09/25/2017	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 823620 - Execution Date - 04/26/2018	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 827956 - Execution Date - 04/26/2018	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 835898 - Execution Date - 08/21/2018	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 839724 - Execution Date - 02/21/2019	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 843369 - Execution Date - 06/28/2019	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 843377 - Execution Date - 06/28/2019	0	Yes
Cytera Communications, LLC	Kingsisle Entertainment, Inc.	Service Order No. 844744 - Execution Date - 08/07/2019	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Savvis Service Schedule - Execution Date - 11/15/2012	0	Yes
Cytera Communications Canada, ULC	Kinross Gold Corporation	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Service Order - Execution Date - 03/07/2023	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Service Order - Execution Date - 03/22/2012	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Service Order No. 238632 - Execution Date - 11/15/2012	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Service Order No. 238940 - Execution Date - 10/29/2012	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold Corporation	Statement of Work	0	Yes
Cytera Comm. Canada, Inc.	Kinross Gold, Corp.	Order - Execution Date - 01/17/2018	0	Yes
Cytera Technologies, Inc	Kirk A. Killian, DBA Partners National Mission	REFERRAL AGREEMENT	0	Yes
Cytera Management Inc	KIRKLAND & ELLIS LLP	Engagement Letter	0	No
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment - Execution Date - 06/04/2009	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment - Execution Date - 06/15/2009	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment - Execution Date - 08/04/2009	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment - Execution Date - 12/07/2012	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment No. 1 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment No. 2 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment No. 3 to Centurylink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Amendment No. 4 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	AMENDMENT NO. 4 TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	CenturyLink Total Advantage Agreement - CenturyLink QCC a	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AGREEMENT - E	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	CenturyLink total Advantage Express-Agreement-Summary P	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Qwest Network Service Agreement Qwest DS1 Service Intrast	0	Yes
Cytera Communications, LLC	Kirtland Federal Credit Union	Qwest Total Advantage Agreement - Monthly Assessment - E	0	Yes
Cytera Communications, LLC	KIRTLAND FEDERAL CREDIT UNION	Service Agreement - ABQ1-B	0	Yes
Cytera Communications Canada, ULC	Kisp Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Kisp Inc.	Service Order - Effective Date - 05/31/2022	0	Yes
Cytera Communications, LLC	Kleinfelder West, Inc.	Agreement - Non Master - Execution Date - 03/26/2018	0	Yes
Cytera Communications, LLC	Kleinfelder West, Inc.	Agreement - Non Master - Execution Date - 04/15/2016	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Kmicro Tech, Inc.	Colocation Schedule - Execution Date - 11/04/2014	0	Yes
Cytera Communications, LLC	Kmicro Tech, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Kmicro Tech, Inc.	Service Order No. 385589 - Execution Date - 11/04/2014	0	Yes
Cytera Communications, LLC	Kmicro Tech, Inc.	Service Order No. 411597 - Execution Date - 12/12/2014	0	Yes
Cytera Communications, LLC	KNJ, Inc.	Order - Execution Date - 05/02/2017	0	Yes
Cytera Communications Canada, ULC	Knowledge First Financial Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Knowledge First Financial, Inc.	Service Order No. 814990 - Execution Date - 09/11/2017	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis Master Services Agreement - Execution Date - 03/19/20	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis Service Schedule - Execution Date - 02/25/2011	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Savvis SLA Attachment - Intelligent IP - Execution Date - 07/0	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Effective Date - 01/07/2021	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Effective Date - 03/19/2019	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Effective Date - 04/12/2019	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Effective Date - 09/15/2020	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Effective Date - 10/09/2018	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Effective Date - 10/18/2018	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Execution Date - 03/22/2010	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order - Execution Date - 11/22/2022	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order No. 97774 - Execution Date - 09/24/2012	0	Yes
Cytera Communications, LLC	Knowledge Works, Inc.	Service Order No. 98049 - Execution Date - 09/24/2012	0	Yes
Cytera Communications, LLC	Knowme, Inc.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Knowme, Inc.	CenturyLink Master Services Agreement - Execution Date - 06	0	Yes
Cytera Communications, LLC	Knowme, Inc.	CenturyLink Service Level Attachment - Colocation Services St	0	Yes
Cytera Communications, LLC	Knowme, Inc.	CenturyLink Service Schedule - Execution Date - 06/18/2014	0	Yes
Cytera Communications, LLC	Knowme, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Knowme, Inc.	Service Order No. 312519 - Execution Date - 06/18/2014	0	Yes
Cytera Communications, LLC	Knowme, Inc.	Service Order No. 476304 - Execution Date - 05/16/2015	0	Yes
Cytera Communications, LLC	Kodak Imaging Network, Inc. - Debtor in Possession	Service Agreement - S629008	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Agreement - ORD2-B	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - CUS0004549	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - CUS0004604	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - CUS0007939	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - CUS0007939	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - CUS0009314	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 01/23/2019	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 03/21/2019	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 03/23/2020	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 03/23/2022	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 06/29/2021	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 09/12/2018	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 09/17/2018	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Communications, LLC	KOHL'S CORPORATION	Service Order - Execution Date - 01/27/2023	0	Yes
Cytera Communications, LLC	Kohl's, Corp.	Order - Execution Date - 07/27/2017	0	Yes
Cytera Communications, LLC	Kohl's, Corp.	Service Order No. 817132 - Execution Date - 09/08/2017	0	Yes
Cytera Communications, LLC	Kohl's, Corp.	Service Order No. 820516 - Execution Date - 10/23/2017	0	Yes
Cytera Communications, LLC	Komatsu America Corp.	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Komatsu America Corp.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Komatsu America Corp.	Service Order - Effective Date - 05/20/2021	0	Yes
Cytera Communications, LLC	Komatsu America Corp.	Service Order - Effective Date - 08/04/2021	0	Yes
Cytera Communications, LLC	Konrad, Raynes, Davda & Victor LLP	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Konrad, Raynes, Davda & Victor LLP	Service Order - Effective Date - 07/07/2020	0	Yes
Cytera Communications, LLC	KP LLC	Service Agreement - SFO3-B	0	Yes
Cytera Technologies, Inc	KPA Engineering PTE LTD	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	KPN Internet Solutions	Service Agreement - S250275	0	Yes
Cytera Communications, LLC	KriaaNet Inc	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	KriaaNet Inc	Service Order - Execution Date - 10/17/2022	0	Yes
Cytera Communications, LLC	KriaaNet Inc	Service Order - Execution Date - 10/26/2022	0	Yes
Cytera Communications, LLC	KriaaNet Inc	Service Order - Execution Date - 12/08/2022	0	Yes
Cytera Technologies, LLC	Krka Power Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications Canada, ULC	Krka Power Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Kronos Hosting	LOA - Effective Date - 03/11/2021	0	Yes
Cytera Communications, LLC	Kronos Hosting	LOA - Effective Date - 03/19/2020	0	Yes
Cytera Communications, LLC	Kronos Hosting	LOA - Effective Date - 05/05/2020	0	Yes
Cytera Communications, LLC	Kronos Hosting	LOA - Effective Date - 05/05/2020	0	Yes
Cytera Communications, LLC	Kronos Hosting	LOA - Effective Date - 06/09/2020	0	Yes
Cytera Communications, LLC	Kronos Hosting	LOA - Effective Date - 09/13/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Landmark Implement, Inc.	Service Order No. 287849 - Execution Date - 10/29/2013	0	Yes
Cytera Communications, LLC	Landmark Implement, Inc.	Service Order No. 308689 - Execution Date - 05/02/2014	0	Yes
Cytera Communications, LLC	Landmark Implement, Inc.	Service Order No. 309164 - Execution Date - 05/06/2014	0	Yes
Cytera Communications, LLC	Landmark Implement, Inc.	Service Order No. 316913 - Execution Date - 06/19/2014	0	Yes
Cytera Communications, LLC	Landmark Implement, Inc.	Service Order No. 589874 - Execution Date - 12/15/2015	0	Yes
Cytera Communications, LLC	Lane Powell PC	Amendment - Execution Date - 01/24/2018	0	Yes
Cytera Communications, LLC	Lane Powell PC	Amendment No. 1 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Lane Powell PC	Amendment to CenturyLink Total Advantage Agreement - Exe	0	Yes
Cytera Communications, LLC	Lane Powell PC	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Communications, LLC	LANE POWELL PC	Service Agreement - SEA1-B	0	Yes
Cytera Communications, LLC	LANE POWELL PC	Service Order - Effective Date - 08/11/2022	0	Yes
Cytera Communications, LLC	Lane Powell PC	Service Order No. 374973 - Execution Date - 11/14/2014	0	Yes
Cytera Communications, LLC	Lane Powell PC	Service Order No. 411359 - Execution Date - 12/17/2014	0	Yes
Cytera Communications, LLC	Lane Powell PC	Service Order No. 438021 - Execution Date - 02/09/2015	0	Yes
Cytera Communications, LLC	Lane Powell PC	Service Order No. 828115 - Execution Date - 03/01/2018	0	Yes
Cytera Communications, LLC	Lane Powell, PC	Service Order - Execution Date - 11/09/2017	0	Yes
Cytera Communications, LLC	Lane Powell, PC	Service Order - Execution Date - 11/09/2017	0	Yes
Cytera Communications, LLC	LanPartsDirect, Ltd.	Savvis Master Services Agreement - Execution Date - 03/26/2	0	Yes
Cytera Communications, LLC	LanPartsDirect, Ltd.	Savvis Service Schedule - Execution Date - 03/26/2014	0	Yes
Cytera Communications, LLC	LanPartsDirect, Ltd.	Service Order No. 303528 - Execution Date - 03/26/2013	0	Yes
Cytera Communications, LLC	LANPHERE ENTERPRISES, INC	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Lanphere Enterprises, Inc.	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	Lanphere Enterprises, Inc.	Service Order No. 751915 - Execution Date - 09/01/2016	0	Yes
Cytera Communications, LLC	Lanphere Enterprises, Inc.	Service Order No. 763931 - Execution Date - 09/30/2016	0	Yes
Cytera Communications, LLC	Lanphere Enterprises, Inc.	Service Order No. 801663 - Execution Date - 02/02/2017	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Agreement - Non Master - Execution Date - 10/26/2011	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Amendment - Execution Date - 11/07/2012	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Amendment No. 1 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Amendment No. 2 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Amendment No. 2 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Amendment No. 3 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Amendment to CenturyLink Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	Lantis Enterprises	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Lantis Enterprises	CenturyLink Total Advantage Express - Summary Page - Agree	0	Yes
Cytera Communications, LLC	Lantis Enterprises	QLVP Line Inventory Worksheet - Execution Date - 12/28/201	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Qwest Total Advantage Express - Summary Page - DM - Agree	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Service Order - Effective Date - 03/20/2019	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Service Order - Effective Date - 05/24/2019	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Service Order - Effective Date - 06/21/2019	0	Yes
Cytera Communications, LLC	Lantis Enterprises	Service Order - Effective Date - 10/19/2020	0	Yes
Cytera Technologies, Inc	LANTRO VISION NA	Vendor agreement dated 07 / 11 / 2023	162,864	Yes
Cytera Communications, LLC	Lanvera Texas	Service Agreement - S630165	0	Yes
Cytera Communications, LLC	LATEX FOAM INTERNATIONAL LLC	Service Agreement - S638170	0	Yes
Cytera Technologies, LLC	LAVA Technology Services LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Lazy Days RV Center, Inc	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Lazy Days RV Center, Inc.	Agreement - Non Master - Execution Date - 10/01/2004	0	Yes
Cytera Communications, LLC	Lazy Days RV Center, Inc.	Amendment - Execution Date - 03/28/2008	0	Yes
Cytera Communications, LLC	Lazy Days RV Center, Inc.	Amendment - Execution Date - 09/11/2013	0	Yes
Cytera Communications, LLC	Lazy Days RV Center, Inc.	Amendment No. 2 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	LB Foster	Centurylink Service Level Attachment-Colocation Services Ser	0	Yes
Cytera Communications, LLC	LB Foster	CenturyLink SLA Attachment - Application Transport Network	0	Yes
Cytera Communications, LLC	LB Foster	CenturyLink SLA Attachment - Data Protect Backup Service Le	0	Yes
Cytera Communications, LLC	LB Foster	CenturyLink SLA Attachment - Managed Hosting Services - Exi	0	Yes
Cytera Communications, LLC	LB Foster	CenturyLink SLA Attachment - Utility Backup/ Utility Backup E	0	Yes
Cytera Communications, LLC	LB Foster	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	LB Foster	Service Level Agreement	0	Yes
Cytera Communications, LLC	LB Foster Company	Letter of Disconnect - Execution Date - 03/23/2023	0	Yes
Cytera Communications, LLC	LB Foster Company	Service Order - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	LB Foster Company	Service Order - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	LB Foster Company	Service Order - Effective Date - 04/01/2020	0	Yes
Cytera Communications, LLC	LB Foster Company	Service Order - Effective Date - 07/20/2021	0	Yes
Cytera Communications, LLC	LB Foster Company	Service Order - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	LB Foster Company	Service Order - Execution Date - 03/23/2023	0	Yes
Cytera Communications Canada, ULC	LCA Systems	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	LCA Systems	Service Order - Effective Date - 08/31/2020	0	Yes
Cytera Communications, LLC	LDAC 16 DI LLC	8180 Green Meadows Drive, Lewis Center - Lease	35,264	Yes
Cytera Technologies, Inc	LDM PRODUCTS INC (SUBZERO ENGINEER)	Vendor agreement dated 08 / 22 / 2023	0	Yes
Cytera Communications, LLC	LDRV HOLDINGS CORPORATION	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Ldrv Holdings, Corp.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	LDRV Holdings, Corp.	Order - Execution Date - 08/02/2016	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	LDRV Holdings, Corp.	Service Order No. 291513 - Execution Date - 01/29/2014	0	Yes
Cytera Communications, LLC	LDRV Holdings, Corp.	Service Order No. 295977 - Execution Date - 08/07/2014	0	Yes
Cytera Communications, LLC	LDRV Holdings, Corp.	Service Order No. 313837 - Execution Date - 06/10/2014	0	Yes
Cytera Communications, LLC	LDRV Holdings, Corp.	Service Order No. 712226 - Execution Date - 08/31/2016	0	Yes
Cytera Communications, LLC	LeanData	Order Agreement Terms & Conditions	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Agreement - YY22-A	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - CUS0012270	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - CUS0065893	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 01/04/2019	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 01/21/2019	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 01/21/2022	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 02/06/2019	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 04/25/2019	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 06/01/2021	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 06/01/2022	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 07/07/2021	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 12/08/2020	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 12/08/2020	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 12/08/2020	0	Yes
Cytera Communications, LLC	Learning Technologies Group Inc.	Service Order - Effective Date - 12/21/2020	0	Yes
Cytera Communications, LLC	Lee County Electric Cooperative - COLO	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Lee County Electric Cooperative - COLO	Service Order - Effective Date - 03/08/2021	0	Yes
Cytera Communications, LLC	Lee County Electric Cooperative - COLO	Service Order - Effective Date - 06/18/2021	0	Yes
Cytera Communications, LLC	Lee County Electric Cooperative - COLO	Service Order No. 798370 - Execution Date - 12/22/2016	0	Yes
Cytera Communications, LLC	Leidos	Service Order - CUS0088134	0	Yes
Cytera Communications, LLC	Leidos	Service Order - Effective Date - 08/02/2022	0	Yes
Cytera Communications, LLC	Leidos	Service Order - Execution Date - 06/02/2023	0	Yes
Cytera Communications, LLC	Leidos, Inc.	Service Agreement - IAD2-A	0	Yes
Cytera Communications, LLC	LEISURE LINK	Service Agreement - S631128	0	Yes
Cytera Communications, LLC	Lending Club	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	Lending Club	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Lending Club Corporation	LOA - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Lending Club Corporation	LOA - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Lending Club Corporation	LOA - Effective Date - 08/16/2018	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Level Agreement	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Order - Effective Date - 08/16/2018	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Order - Effective Date - 08/26/2020	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Order - Effective Date - 12/29/2020	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Order - Execution Date - 12/19/2022	0	Yes
Cytera Communications, LLC	Lending Club Corporation	Service Order - Execution Date - 12/22/2022	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Order - Execution Date - 04/17/2018	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Order - Execution Date - 05/17/2017	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Order - Execution Date - 05/26/2017	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Order - Execution Date - 06/07/2017	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Service Order No. 827933 - Execution Date - 03/19/2018	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Service Order No. 814342 - Execution Date - 08/24/2017	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Service Order No. 814342 - Execution Date - 08/30/2017	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Service Order No. 821434 - Execution Date - 01/03/2018	0	Yes
Cytera Communications, LLC	Lending Club, Corp.	Service Order No. 827933 - Execution Date - 03/19/2018	0	Yes
Cytera Communications, LLC	Lereta LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Lereta LLC	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Communications, LLC	Level 3 (Lumen)	Amendment to Master Service Agreement (2/26/2018)	0	Yes
Cytera Communications, LLC	Level 3 (Lumen)	Master Service Agreement (2/26/2018)	0	Yes
Cytera Data Centers, Inc	Level 3 Communications, LLC	Amendment To Master Service Agreement	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 02/26/2020	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 02/26/2020	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 04/02/2020	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 05/17/2021	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 05/17/2021	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 05/24/2021	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 05/24/2021	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 05/24/2021	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 09/27/2021	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 10/06/2020	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	LOA - Effective Date - 11/08/2021	0	Yes
Cytera Data Centers, Inc	Level 3 Communications, LLC	Master Service Agreement	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	Service Agreement - DEN2-A	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	Service Agreement - EWR1-A	0	Yes
Cytera Communications, LLC	Level 3 Communications, LLC	Service Agreement - EWR2-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - IAD2-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	Level 3 Telecom of Washington, LLC	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	LFC ENTERPRISES INC dba LIPMAN PRODUCE	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	LFC ENTERPRISES INC dba LIPMAN PRODUCE	Service Order - Effective Date - 04/26/2022	0	Yes
Cytera Communications, LLC	LFC Enterprises, LLC	Order - Execution Date - 02/15/2018	0	Yes
Cytera Communications, LLC	LFC Enterprises, LLC	Order - Execution Date - 04/30/2018	0	Yes
Cytera Communications, LLC	LHP IT Services, LLC	Service Order No. 824067 - Execution Date - 12/12/2017	0	Yes
Cytera Communications, LLC	LHP IT Services, LLC	Service Order No. 826567 - Execution Date - 04/05/2018	0	Yes
Cytera Technologies, Inc	Liacon GmbH	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	LIBERTY COCA-COLA BEVERAGES LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	LIBERTY COCA-COLA BEVERAGES LLC	Service Order - Effective Date - 05/15/2020	0	Yes
Cytera Communications, LLC	LIBERTY COCA-COLA BEVERAGES LLC	Service Order - Effective Date - 05/15/2020	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Equipment lease - Liberty 3	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Equipment lease - Liberty 3	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera Communications, LLC	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera DC Holdings, Inc	Liberty Commercial Finance LLC	Lease	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	LOA - Effective Date - 08/28/2019	0	Yes
Cytera Communications Canada, ULC	Liberty Energy Inc	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Agreement - IAD1-A	0	Yes
Cytera Communications Canada, ULC	Liberty Energy Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - CUS0012792	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - CUS0012793	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - CUS0012794	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - CUS0012795	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - CUS0069427	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 04/04/2022	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 05/08/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 05/08/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 05/08/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 05/08/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 06/15/2021	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 06/22/2021	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 08/28/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 08/28/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 08/28/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 08/28/2019	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 09/16/2021	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Effective Date - 09/16/2021	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Communications, LLC	Liberty Energy Inc	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Comm. Canada, Inc.	Liberty Energy, Inc.	Order - Execution Date - 01/12/2018	0	Yes
Cytera Comm. Canada, Inc.	Liberty Energy, Inc.	Order - Execution Date - 01/12/2018	0	Yes
Cytera Comm. Canada, Inc.	Liberty Energy, Inc.	Order - Execution Date - 01/15/2017	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Order - Execution Date - 05/28/2018	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Order - Execution Date - 06/21/2017	0	Yes
Cytera Comm. Canada, Inc.	Liberty Energy, Inc.	Service Order No. 820396 - Execution Date - 10/24/2017	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Service Order No. 827769 - Execution Date - 02/23/2018	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Service Order No. 829557 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Service Order No. 829557 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Service Order No. 833557 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	Liberty Energy, Inc.	Service Order No. 833557 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	Liberty Mutual Insurance Company	GENERAL AGREEMENT OF INDEMNITY	0	No
Cytera Communications, LLC	Liberty Mutual Insurance Company	SURETY BOND - SOUTHERN CALIFORNIA EDISON COMPANY	0	No

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 06/07/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 06/07/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 07/22/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 07/22/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/03/2018	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/07/2018	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/08/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/08/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/09/2018	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/09/2018	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/12/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/12/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/24/2018	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 08/24/2018	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 09/12/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 09/12/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Effective Date - 09/17/2019	0	Yes
Cytera Communications, LLC	Lighthouse Investment Partners, LLC	Service Order - Execution Date - 11/28/2017	0	Yes
Cytera Communications, LLC	Lighthouse Partners LLC	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Lighthouse Partners LLC	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Lighthouse Partners LLC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	LIGHTPATH OF NEW ENGLAND, LLC	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	LIGHTPATH OF NEW ENGLAND, LLC	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	LIGHTPATH OF NEW ENGLAND, LLC	Service Order - CUS0058461	0	Yes
Cytera Communications, LLC	LIGHTPATH OF NEW ENGLAND, LLC	Service Order - Effective Date - 08/21/2021	0	Yes
Cytera Communications, LLC	LIGHTPATH OF NEW ENGLAND, LLC	Service Order - Effective Date - 11/10/2021	0	Yes
Cytera Technologies, Inc	LightRiver Technologies, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	LightRiver Technologies, Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	LIGHTSPEED RESEARCH	Service Agreement - S637977	0	Yes
Cytera Communications, LLC	Lightstream Communications, Inc.	PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT	0	Yes
Cytera Communications, LLC	Lightstream Communications, Inc.	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Lightstream Communications, Inc.	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	LIMOLINK INC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	LIMOLINK INC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Agreement - Non Master - Execution Date - 01/17/2011	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Agreement - Non Master - Execution Date - 02/14/2012	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Amendment - Execution Date - 04/28/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Amendment - Execution Date - 05/19/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Amendment - Execution Date - 08/28/2018	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Amendment - Execution Date - 11/14/2012	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Order - Execution Date - 04/25/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Order - Execution Date - 06/07/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Order - Execution Date - 06/21/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Order - Execution Date - 06/22/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Order - Execution Date - 07/27/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Service Order No. 567042 - Execution Date - 10/09/2015	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Service Order No. 656936 - Execution Date - 04/06/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Service Order No. 749850 - Execution Date - 08/31/2016	0	Yes
Cytera Communications, LLC	Limolink, Inc.	Service Order No. 765191 - Execution Date - 09/22/2016	0	Yes
Cytera Comm. Canada, Inc.	Linamar Corporation	Letter of Disconnect - Execution Date - 03/10/2023	0	Yes
Cytera Communications Canada, ULC	Linamar Corporation	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Linamar Corporation	Service Order - Execution Date - 03/10/2023	0	Yes
Cytera Comm. Canada, Inc.	Linamar, Corp.	Order - Execution Date - 01/23/2018	0	Yes
Cytera Comm. Canada, Inc.	Linamar, Corp.	Order - Execution Date - 04/27/2018	0	Yes
Cytera Communications, LLC	Linedata Service, Inc	Service Agreement - S253185	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	CenturyLink SLA Attachment - Intelligent IP - Execution Date -	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Exhibit A Service Level Agreement ("SLA") for Intx	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 03/19/2019	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 04/24/2017	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 04/27/2017	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 04/27/2017	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 05/10/2018	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 05/16/2017	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 05/22/2017	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Order - Execution Date - 05/31/2017	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Savvis Network Service Schedule - Execution Date - 02/23/20	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Savvis Service Level Attachment - Colocation Services Service:	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Savvis Service Order - Execution Date - 03/30/2006	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 03/31/	0	Yes
Cytera Communications, LLC	Linedata Services, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/16/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/16/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/17/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/17/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/17/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/17/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 02/23/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 03/02/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 04/20/2010	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 06/26/2012	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 10/03/2012	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 12/13/2016	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 12/15/2015	0	Yes
Cytera Communications, LLC	MacArthur, Co.	Statement of Work - Execution Date - 12/15/2015	0	Yes
Cytera Communications, LLC	MachiningCloud, Inc.	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	MachiningCloud, Inc.	Service Order - Effective Date - 08/12/2022	0	Yes
Cytera Communications, LLC	MachiningCloud, Inc.	Service Order - Effective Date - 08/12/2022	0	Yes
Cytera Communications, LLC	Macias Gini & O'Connell LLP	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	Macias Gini & O'Connell LLP	Service Order - Effective Date - 12/14/2020	0	Yes
Cytera Communications, LLC	Mackable Consulting	Service Order - CUS0043352	0	Yes
Cytera Communications, LLC	Mackable Consulting	Service Order - CUS0043352	0	Yes
Cytera Communications, LLC	Mackable Consulting	Service Order - Effective Date - 12/02/2020	0	Yes
Cytera Communications, LLC	Mackable Consulting	Service Agreement - DEN2-A	0	Yes
Cytera Communications, LLC	MACOM Technology Solutions Inc.	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	MACOM Technology Solutions Inc.	Service Order - Effective Date - 01/03/2019	0	Yes
Cytera Communications, LLC	MACOM Technology Solutions Inc.	Service Order - Effective Date - 03/13/2019	0	Yes
Cytera Communications, LLC	MACOM Technology Solutions Inc.	Service Order - Effective Date - 05/29/2019	0	Yes
Cytera Communications, LLC	MACOM Technology Solutions Inc.	Service Order - Effective Date - 09/04/2018	0	Yes
Cytera Communications, LLC	MACOM Technology Solutions, Inc.	Service Order No. 821664 - Execution Date - 12/22/2017	0	Yes
Cytera Communications Canada, ULC	Mac's Convenience Stores Inc.	Service Agreement - YY22-A	0	Yes
Cytera Communications, LLC	MadWolf Technologies	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Madwolf Technologies, LLC	Addendum - Execution Date - 03/09/2006	0	Yes
Cytera Communications, LLC	MadWolf Technologies, LLC	Addendum - Execution Date - 10/31/2008	0	Yes
Cytera Communications, LLC	MadWolf Technologies, LLC	Savvis Master Services Agreement - Execution Date - 03/03/20	0	Yes
Cytera Communications, LLC	MadWolf Technologies, LLC	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	MadWolf Technologies, LLC	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	MadWolf Technologies, LLC	Savvis SLA Attachment - Utility Backup/Utility Backup Encrypt	0	Yes
Cytera Communications, LLC	Madwolf Technologies, LLC	Service Order No. 284118 - Execution Date - 09/30/2013	0	Yes
Cytera Communications, LLC	Magenta Therapeutics, Inc.	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	Magenta Therapeutics, Inc.	Service Order - Execution Date - 03/24/2023	0	Yes
Cytera Communications, LLC	Magenta Therapeutics, Inc.	Service Order - Execution Date - 04/21/2023	0	Yes
Cytera Communications Canada, ULC	Magentrix Corporation	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Magentrix Corporation	Service Order - Effective Date - 01/05/2022	0	Yes
Cytera Communications, LLC	MAGNACARE LLC	Service Agreement - IAD2-A	0	Yes
Cytera Communications, LLC	MAGNACARE LLC	Service Agreement - IAD2-B	0	Yes
Cytera Communications, LLC	Magnacare LLC	Service Order - Effective Date - 01/05/2021	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - CUS0018896	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Effective Date - 05/16/2022	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Effective Date - 06/06/2022	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Effective Date - 08/13/2018	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Effective Date - 11/20/2019	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Execution Date - 01/13/2023	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Execution Date - 02/27/2023	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Execution Date - 12/22/2022	0	Yes
Cytera Communications, LLC	mail2world, Inc	Service Order - Execution Date - 12/29/2022	0	Yes
Cytera Communications, LLC	Mail2World, Inc.	Service Order No. 821448 - Execution Date - 11/03/2017	0	Yes
Cytera Communications, LLC	Main Street Media	Amendment - Execution Date - 07/12/2012	0	Yes
Cytera Communications, LLC	Main Street Media	Amendment - Execution Date - 12/08/2011	0	Yes
Cytera Communications, LLC	Main Street Media	Order - Execution Date - 04/16/2011	0	Yes
Cytera Communications, LLC	Main Street Media	Qwest Total Advantage Non-standard Pricing Change Order (I	0	Yes
Cytera Communications, LLC	MAIN STREET MEDIA	Service Agreement - S638002	0	Yes
Cytera Communications, LLC	Main Street Media	Service Order - Effective Date - 11/03/2020	0	Yes
Cytera Communications, LLC	Malnati Corporation, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Malnati Corporation, Inc.	Service Order - Effective Date - 03/19/2019	0	Yes
Cytera Communications, LLC	Malnati Corporation, Inc.	Service Order - Effective Date - 04/22/2019	0	Yes
Cytera Communications, LLC	Malnati Organization, Inc.	Letter of Disconnect - Execution Date - 09/28/2022	0	Yes
Cytera Communications, LLC	Malnati Organization, Inc.	Service Order - Execution Date - 09/28/2022	0	Yes
Cytera Communications, LLC	MAM Software Group	Agreement - Non Master - Execution Date - 06/28/2013	0	Yes
Cytera Communications, LLC	MAM Software Group	Amendment to CenturyLink Total Advantage Agreement - Mc	0	Yes
Cytera Communications, LLC	MAM Software Group	Service Agreement - S630411	0	Yes
Cytera Communications, LLC	MAM Software Group	Service Order No. 286132 - Execution Date - 10/18/2013	0	Yes
Cytera Communications, LLC	Mammoth Fire Alarms, Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Managedtele	Service Agreement - IAD1-B	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	MARINE MAX, INC.	Service Order - Effective Date - 06/29/2020	0	Yes
Cytera Communications, LLC	MARINE MAX, INC.	Service Order - Effective Date - 07/05/2022	0	Yes
Cytera Communications, LLC	MARINE MAX, INC.	Service Order - Effective Date - 07/20/2021	0	Yes
Cytera Communications, LLC	MARINE MAX, INC.	Service Order - Effective Date - 10/28/2019	0	Yes
Cytera Communications, LLC	MARINEMAX INC	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Amendment - Execution Date - 03/14/2017	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Amendment No. 19 to CenturyLink Total Advantage Agreeeme	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Amendment to CenturyLink Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	Marinemax, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Marinemax, Inc.	Order - Execution Date - 12/19/2016	0	Yes
Cytera Communications, LLC	MARINEMAX, INC.	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 392686 - Execution Date - 11/17/2014	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 471660 - Execution Date - 07/24/2015	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 496819 - Execution Date - 08/19/2015	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 496819A - Execution Date - 07/24/2015	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 577348 - Execution Date - 10/30/2015	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 580560 - Execution Date - 10/29/2015	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 590551 - Execution Date - 11/09/2015	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 756994 - Execution Date - 10/12/2016	0	Yes
Cytera Communications, LLC	MarineMax, Inc.	Service Order No. 807242 - Execution Date - 04/07/2017	0	Yes
Cytera Communications, LLC	Market Insight Corporation	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Market Insight Corporation	Service Order - Effective Date - 05/24/2021	0	Yes
Cytera Communications, LLC	Market Track	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 05/27/2022	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 06/07/2021	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 07/18/2019	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 07/22/2019	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 08/06/2020	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 08/06/2020	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 08/23/2018	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 08/30/2018	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 08/31/2018	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 08/31/2018	0	Yes
Cytera Communications, LLC	Market Track	Service Order - Effective Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Market Track	Service Order No. 474340 - Execution Date - 05/28/2015	0	Yes
Cytera Communications, LLC	Market Track	Service Order No. 477457 - Execution Date - 05/28/2015	0	Yes
Cytera Communications, LLC	Market Track	Service Order No. 490636 - Execution Date - 05/28/2015	0	Yes
Cytera Communications, LLC	Market Track, LLC dba Numerator	Service Order - Effective Date - 06/07/2021	0	Yes
Cytera Communications, LLC	Market Track, LLC dba Numerator	Service Order - Effective Date - 07/13/2022	0	Yes
Cytera Communications, LLC	Market Track, LLC dba Numerator	Service Order - Effective Date - 08/06/2020	0	Yes
Cytera Communications, LLC	Market Track, LLC dba Numerator	Service Order - Effective Date - 08/06/2020	0	Yes
Cytera Communications, LLC	Market Track, LLC dba Numerator	Service Order - Effective Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Marketing Technology Group	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	MARKETING TECHNOLOGY GROUP	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK Limited	Service Order - Effective Date - 06/09/2020	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK Limited	Service Order - Effective Date - 07/18/2018	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK Limited	Service Order - Execution Date - 05/15/2023	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK Limited db	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK Limited db	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK Limited db	Service Agreement - S638129	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK, Ltd.	Service Order No. 833822 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK, Ltd. dba C	Order - Execution Date - 05/25/2018	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK, Ltd. dba C	Order - Execution Date - 06/01/2018	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK, Ltd. dba C	Order - Execution Date - 06/26/2018	0	Yes
Cytera Communications, LLC	Marketing Technology Partners UK, Ltd. dba C	Order - Execution Date - 06/26/2018	0	Yes
Cytera Communications, LLC	Mars Information Services, Inc	Service Agreement - S629882	0	Yes
Cytera Communications, LLC	Mars Information Services, Inc.	Service Order No. 815525 - Execution Date - 12/12/2017	0	Yes
Cytera Technologies, LLC	Marsden Bldg Maintenance, L.L.C.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, LLC	Marsden Bldg Maintenance, L.L.C. and its Affil	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Letter of Disconnect - Execution Date - 04/06/2023	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - CUS0008278	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - CUS0011472	0	Yes
Cytera Communications, LLC	Martinrea International Inc	Service Order - Effective Date - 01/22/2019	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - Effective Date - 04/09/2019	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - Effective Date - 05/06/2019	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - Effective Date - 05/06/2019	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - Execution Date - 02/23/2023	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - Execution Date - 03/03/2023	0	Yes
Cytera Comm. Canada, Inc.	Martinrea International Inc	Service Order - Execution Date - 04/06/2023	0	Yes
Cytera Communications Canada, ULC	Martinrea International Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Martinrea International Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Marvel Studios, LLC	Addendum - Execution Date - 01/11/2013	0	Yes
Cytera Communications, LLC	Marvel Studios, LLC	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Marvel Studios, LLC	Letter of Disconnect - Execution Date - 03/01/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Mayer Brown LLP	LOA - Effective Date - 12/26/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Agreement - LHR3-A	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - CUS0006804	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - CUS0016652	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - CUS0018719	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - CUS0018719	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - CUS0018719	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 01/04/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 01/23/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 01/31/2020	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 02/04/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 02/04/2020	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 02/18/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 04/26/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 05/27/2020	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 07/30/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 08/23/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 08/30/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 09/01/2021	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 09/05/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 09/05/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 09/13/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 10/10/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 10/15/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 10/21/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 10/23/2019	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 12/04/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 12/19/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Effective Date - 12/26/2018	0	Yes
Cytera Communications, LLC	Mayer Brown LLP	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 01/23/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 01/31/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 02/22/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 02/22/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 02/22/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 02/22/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Order - Execution Date - 03/24/2017	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Service Order No. 819137 - Execution Date - 12/21/2017	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Service Order No. 823720 - Execution Date - 12/19/2017	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Service Order No. 828718 - Execution Date - 03/08/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Service Order No. 828721 - Execution Date - 03/08/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Service Order No. Q-06434-1 - Execution Date - 12/04/2018	0	Yes
Cytera Communications, LLC	Mayer Brown, LLP	Service Order No. Q-09015-1 - Execution Date - 02/01/2019	0	Yes
Cytera Communications, LLC	Mayflower Commercial Cleaning, Inc	Janitorial Work Schedule Agreement	28,985	Yes
Cytera Communications, LLC	Mayflower Commercial Cleaning, Inc	Janitorial Work Schedule Agreement	0	Yes
Cytera Technologies, Inc	Mayflower Commercial Cleaning, Inc	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, LLC	Mayflower Commercial Cleaning, Inc	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Mazzetti	Agreement - Non Master - Execution Date - 03/18/2015	0	Yes
Cytera Communications, LLC	Mazzetti	Agreement - Non Master - Execution Date - 07/20/2018	0	Yes
Cytera Communications, LLC	Mazzetti	Amendment - Execution Date - 11/19/2015	0	Yes
Cytera Communications, LLC	Mazzetti	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Mazzetti	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Mazzetti	Order - Execution Date - 05/31/2018	0	Yes
Cytera Communications, LLC	Mazzetti	Order - Execution Date - 11/16/2015	0	Yes
Cytera Communications, LLC	Mazzetti	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Mazzetti	Service Order - Effective Date - 01/15/2019	0	Yes
Cytera Communications, LLC	Mazzetti	Service Order - Effective Date - 01/29/2021	0	Yes
Cytera Communications, LLC	Mazzetti	Service Order No. 798882 - Execution Date - 12/20/2016	0	Yes
Cytera Communications Canada, ULC	Mazzing Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Mazzing Inc.	Service Order - Effective Date - 08/09/2021	0	Yes
Cytera Communications, LLC	Mblox Incorporated	Service Agreement - S630912	0	Yes
Cytera Communications, LLC	Mbs Service Company, Inc.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	LOA - Effective Date - 09/22/2021	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis Master Services Agreement - Execution Date - 06/02/20	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis Service Schedule - Execution Date - 06/02/2010	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Colo Bandwidth/HSDIA - Execution D	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 03/11/	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Utility Backup/Utility Backup Encrypt	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Utility Storage - Execution Date - 05/	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	Savvis SLA Attachment - Virtual Services Load Balancing and S	0	Yes
Cytera Communications, LLC	MBS Service Company, Inc.	SAVVIS SLA Attachment-Savvis Intelligent Monitoring	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 02/25/2019	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 03/06/2020	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 03/16/2020	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 03/30/2019	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 03/30/2019	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 03/31/2022	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 06/16/2020	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 10/12/2020	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Effective Date - 12/03/2020	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services LLC	Service Order - Execution Date - 11/09/2022	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services, Corp	Service Order No. 813510 - Execution Date - 08/31/2017	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services, Corp	Service Order No. 817813 - Execution Date - 09/26/2017	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services, LLC	Order - Execution Date - 02/21/2018	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services, LLC	Order - Execution Date - 06/13/2017	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services, LLC	Order - Execution Date - 06/15/2017	0	Yes
Cytera Communications, LLC	MCImetro Access Transmission Services, LLC	Service Order - Execution Date - 12/04/2017	0	Yes
Cytera Communications, LLC	McKesson Corp	Customer Entrance Build Addendum for CenturyLink Service - 0	0	Yes
Cytera Communications, LLC	MCKESSON CORP	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	MCKESSON CORP	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	McKesson Corp	Service Order - Effective Date - 06/29/2021	0	Yes
Cytera Communications, LLC	McKesson Corp	Service Order - Effective Date - 11/21/2019	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	CenturyLink Total Advantage Agreement - Option Z Monthly / 0	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order - Execution Date - 03/25/2019	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order - Execution Date - 03/31/2017	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order - Execution Date - 03/31/2017	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order - Execution Date - 12/14/2016	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order - Execution Date - 12/19/2016	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order Form - Execution Date - 04/08/2010	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Order Form - Execution Date - 10/20/2009	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - CUS0055607	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 01/07/2022	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 01/30/2019	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 03/31/2022	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 06/02/2022	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 06/16/2021	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 07/26/2021	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 08/01/2019	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 10/07/2020	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Effective Date - 10/07/2020	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order - Execution Date - 07/18/2011	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order No. 799520 - Execution Date - 01/26/2017	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order No. 800494 - Execution Date - 01/18/2017	0	Yes
Cytera Communications, LLC	McKinsey & Company, Inc. United States	Service Order No. 822211 - Execution Date - 12/18/2017	0	Yes
Cytera Communications, LLC	McKinsey & Co., Inc. United States	Order - Execution Date - 07/20/2017	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co	Service Order - Effective Date - 06/05/2020	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co	Service Order - Effective Date - 06/10/2020	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co	Service Order - Effective Date - 08/25/2021	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co	Service Order - Effective Date - 08/25/2021	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co	Service Order - Effective Date - 08/25/2021	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co	Service Order - Effective Date - 08/25/2021	0	Yes
Cytera Communications Canada, ULC	McKinsey PriceMetrix Co.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	McKinsey PriceMetrix Co.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co.	Service Order - Execution Date - 04/19/2023	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix Co.	Service Order - Execution Date - 04/19/2023	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix, Co.	Order - Execution Date - 01/18/2018	0	Yes
Cytera Comm. Canada, Inc.	McKinsey PriceMetrix, Co.	Order - Execution Date - 07/12/2017	0	Yes
Cytera Communications, LLC	McLaren Software Inc.	Service Order - Effective Date - 09/06/2018	0	Yes
Cytera Communications, LLC	McLaren Software, Inc	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	McLean Asset Management	Addendum - Execution Date - 12/02/2008	0	Yes
Cytera Communications, LLC	McLean Asset Management	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	McLean Asset Management	QUOTE1166738-001.SignedImage	0	Yes
Cytera Communications, LLC	McLean Asset Management	Savvis SLA Attachment - Colocation - Execution Date - 05/27/0	0	Yes
Cytera Communications, LLC	McLean Asset Management	Savvis SLA Attachment - Intelligent IP - Execution Date - 12/0/0	0	Yes
Cytera Communications, LLC	McLean Asset Management	Savvis SLA Attachment - Managed Hosting & Utility Host 0	0	Yes
Cytera Communications, LLC	McLean Asset Management	Savvis SLA Attachment - Savvis Temperature and Humidity SL 0	0	Yes
Cytera Communications, LLC	McLean Asset Management	Savvis SLA Attachment - Utility Storage - Execution Date - 04/0	0	Yes
Cytera Communications, LLC	McLean Asset Management	Service Agreement - S629610	0	Yes
Cytera Management Inc	MCMILLAN	Engagement Letter	0	No
Cytera Communications, LLC	MCNA Dental	Amendment No. 1 to CenturyLink Total Advantage Agreemen 0	0	Yes
Cytera Communications, LLC	MCNA Dental	Assignment of Colocation Services - Execution Date - 02/22/2 0	0	Yes
Cytera Communications, LLC	MCNA Dental	CenturyLink Service Level Attachment - Colocation Services S 0	0	Yes
Cytera Communications, LLC	MCNA Dental	CenturyLink Total Advantage Agreement - Monthly Assessme 0	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Megaport (USA), Inc.	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0014259	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0014259	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0014259	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0014260	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0014260	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0014260	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - CUS0016705	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 01/16/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 05/07/2020	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 05/07/2020	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 06/19/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 08/05/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 08/18/2020	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 09/09/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 09/12/2018	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 09/13/2018	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 10/29/2018	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Effective Date - 12/27/2019	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order - Execution Date - 10/18/2022	0	Yes
Cytera Communications, LLC	Megaport (USA), Inc.	Service Order No. 820224 - Execution Date - 11/17/2017	0	Yes
Cytera Communications, LLC	Megawatt Electrical	Purchase Order Number - 6042858	0	Yes
Cytera Communications, LLC	Megawatt Electrical	Purchase Order Number - 6042859	0	Yes
Cytera Communications, LLC	Megawatt Electrical	Purchase Order Number - 6044441	0	Yes
Cytera Communications, LLC	Menlo Security, Inc.	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	Menlo Security, Inc.	Service Order - Execution Date - 05/26/2023	0	Yes
Cytera Communications, LLC	Menlo Security, Inc.	Service Order - Execution Date - 06/02/2023	0	Yes
Cytera Communications, LLC	Mental Health	Service Order - CUS0013598	0	Yes
Cytera Communications, LLC	Mental Health	Service Order - CUS0013598	0	Yes
Cytera Communications, LLC	Mental Health	Service Order - Effective Date - 05/24/2019	0	Yes
Cytera Communications, LLC	Mental Health Partners	Order - Execution Date - 05/10/2017	0	Yes
Cytera Communications, LLC	Mental Health Partners	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Mental Health Partners	Service Order No. 824469 - Execution Date - 12/20/2017	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Agreement - DFW1-C	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Order - Execution Date - 02/02/2023	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Order - Execution Date - 03/30/2023	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Order - Execution Date - 04/15/2023	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Order - Execution Date - 04/18/2023	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Order - Execution Date - 09/09/2022	0	Yes
Cytera Communications, LLC	Merative US L.P.	Service Order - Execution Date - 09/09/2022	0	Yes
Cytera Communications, LLC	MercadoLibre Inc.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	MercadoLibre Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Amendment - Execution Date - 08/03/2016	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Amendment No. 4 to CenturyLink Total Advantage Agreements	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	AMENDMENT NO. 5 CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	AMENDMENT NO. 5 CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	AMENDMENT NO. 6 TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	AMENDMENT No. 7 TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Assignment of Colocation Services - Execution Date - 02/22/2020	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Agreement - IAD1-D	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 04/04/2019	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 04/04/2019	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 04/13/2020	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 08/02/2018	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 08/07/2018	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 08/09/2018	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Effective Date - 12/28/2018	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Execution Date - 12/30/2022	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order - Execution Date - 12/30/2022	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order No. 340243 - Execution Date - 08/05/2014	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order No. 349270 - Execution Date - 09/17/2014	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order No. 423811 - Execution Date - 01/13/2015	0	Yes
Cytera Communications, LLC	Merchant-Link, LLC	Service Order No. 430577 - Execution Date - 01/29/2015	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Amendment - Effective Date - 10/26/2022	0	Yes
Cytera Communications Canada, ULC	Meridian Credit Union Limited	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Meridian Credit Union Limited	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - CUS0007761	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - CUS0011874	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 01/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 01/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 08/09/2021	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 08/10/2021	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 08/15/2018	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union Limited	Service Order - Effective Date - 08/17/2018	0	Yes
Cytera Comm. Canada, Inc.	Meridian Credit Union, Ltd.	Order - Execution Date - 05/02/2017	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Agreement - Non Master - Execution Date - 07/15/2016	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Order - Execution Date - 07/14/2016	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Service Order - Execution Date - 01/13/2023	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Service Order - Execution Date - 02/09/2023	0	Yes
Cytera Communications, LLC	MeritDirect, LLC	Service Order - Execution Date - 05/11/2023	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - CUS0016644	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 03/18/2020	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 04/17/2019	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 04/26/2019	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 08/12/2019	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 09/04/2018	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 09/05/2019	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 09/16/2019	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 09/17/2018	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 11/18/2020	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Effective Date - 12/03/2020	0	Yes
Cytera Communications, LLC	Merrick Bank Corporation	Service Order - Execution Date - 01/10/2023	0	Yes
Cytera Communications, LLC	Merrill Lynch	Service Order - Effective Date - 04/08/2021	0	Yes
Cytera Communications, LLC	Message Solution, Inc	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Message Solution, Inc.	Savvis Master Services Agreement - Execution Date - 10/19/20	0	Yes
Cytera Communications, LLC	Message Solution, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 10/19/	0	Yes
Cytera Communications, LLC	Message Solution, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Communications, LLC	Message Solution, Inc.	Savvis SLA Attachment Savvis Temperature and Humidity SLA	0	Yes
Cytera Communications, LLC	Message Solution, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Message Solution, Inc.	Service Order No. 241406 - Execution Date - 10/19/2012	0	Yes
Cytera Technologies, Inc	MessageWatcher, LLC	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cytera Communications, LLC	MessageWatcher, LLC	Other - Effective Date - 02/16/2022	0	Yes
Cytera Communications, LLC	MessageWatcher, LLC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	MessageWatcher, LLC	Service Order - CUS0047894	0	Yes
Cytera Communications, LLC	MessageWatcher, LLC	Service Order - Effective Date - 01/25/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	LOA - Effective Date - 01/30/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	LOA - Effective Date - 01/30/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	LOA - Effective Date - 01/30/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	LOA - Effective Date - 01/30/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	LOA - Effective Date - 06/19/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0005378	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0005378	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0008143	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0014266	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0017673	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0020626	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0020626	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0037729	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - CUS0037856	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 01/15/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 01/23/2020	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 01/28/2020	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 01/28/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 01/29/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 01/30/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 02/05/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 02/21/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 03/05/2020	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 03/30/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 03/30/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 04/05/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 04/13/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 05/05/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 06/03/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 06/14/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 06/19/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 06/21/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 07/17/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 07/25/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 08/17/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 08/18/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 08/28/2020	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 08/29/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 09/02/2020	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 09/03/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 09/17/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 10/01/2020	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 10/03/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 10/08/2019	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 10/17/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 11/27/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 12/06/2018	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 12/15/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Effective Date - 12/15/2021	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 02/21/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 03/03/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 03/22/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 04/19/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 04/24/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 05/08/2023	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 08/17/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 08/18/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 09/16/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 09/28/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 10/26/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 11/17/2022	0	Yes
Cytera Communications, LLC	Meta Platforms, Inc.	Service Order - Execution Date - 12/06/2022	0	Yes
Cytera Technologies, LLC	Metadata, Inc.	Amendment No. 1	0	Yes
Cytera Technologies, Inc	Metadata, Inc.	Order Form re: Salesforce CRM and Marketing Automation PI	0	Yes
Cytera Technologies, LLC	Metadata, Inc.	Quotation	0	Yes
Cytera Communications, LLC	Metaswitch Networks	CenturyLink Master Services Agreement - Execution Date - 06/0	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Order - Execution Date - 05/17/2018	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Order - Execution Date - 05/17/2018	0	Yes
Cytera Communications, LLC	METASWITCH NETWORKS	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	METASWITCH NETWORKS	Service Agreement - SFO2-B	0	Yes
Cytera Communications Canada, ULC	METASWITCH NETWORKS	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	METASWITCH NETWORKS	Service Level Agreement	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - CUS0019182	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 10/08/2021	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 10/08/2021	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 10/08/2021	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 10/29/2021	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 11/22/2021	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 12/19/2019	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order - Effective Date - 12/19/2019	0	Yes
Cytera Communications, LLC	Metaswitch Networks	Service Order No. 800175 - Execution Date - 01/16/2017	0	Yes
Cytera Communications, LLC	MetaVR, Inc	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	MetaVR, Inc	Service Order - Effective Date - 06/28/2019	0	Yes
Cytera Communications, LLC	MetaVR, Inc	Service Order - Effective Date - 08/06/2021	0	Yes
Cytera Communications, LLC	Meter Logic	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Meter Logic	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Meter Logic	Order - Execution Date - 02/23/2016	0	Yes
Cytera Communications, LLC	Meter Logic	Service Agreement - DEN1-A	0	Yes
Cytera Management Inc	Metlife	Letter re: Benefit Renewal - January 1, 2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Management Inc	Metlife	Renewal Package	0	Yes
Cyxtera Communications, LLC	Metric One	Order - Execution Date - 04/17/2017	0	Yes
Cyxtera Communications, LLC	Metric One	QUOTE1166487-001.SignedImage	0	Yes
Cyxtera Communications, LLC	Metric One	Savvis Master Services Agreement - Execution Date - 11/01/20	0	Yes
Cyxtera Communications, LLC	Metric One	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cyxtera Communications, LLC	Metric One	Savvis Service Schedule - Execution Date - 10/31/2013	0	Yes
Cyxtera Communications, LLC	Metric One	Savvis SLA Attachment - Colocation - Execution Date - 04/22/	0	Yes
Cyxtera Communications, LLC	Metric One	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cyxtera Communications, LLC	Metric One	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	Metric One	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	Metric One	Service Order - CUS0004140	0	Yes
Cyxtera Communications, LLC	Metric One	Service Order - Effective Date - 06/14/2021	0	Yes
Cyxtera Communications, LLC	Metric One	Service Order - Effective Date - 08/27/2018	0	Yes
Cyxtera Communications, LLC	Metric One	Service Order No. 813462 - Execution Date - 09/07/2017	0	Yes
Cyxtera Technologies, LLC	Metro Access Control	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Metro Access Control	Procurement Standard Terms & Conditions	0	Yes
Cyxtera Technologies, LLC	MFPS, Inc	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications Canada, ULC	MFXchange Holdings, Inc	Service Agreement - YYZ2-A	0	Yes
Cyxtera Comm. Canada, Inc.	MFXchange Holdings, Inc	Service Order - Effective Date - 03/24/2020	0	Yes
Cyxtera Comm. Canada, Inc.	MFXchange Holdings, Inc	Service Order - Effective Date - 07/20/2020	0	Yes
Cyxtera Comm. Canada, Inc.	MFXchange Holdings, Inc	Service Order - Effective Date - 07/24/2020	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc	Service Order - Execution Date - 09/14/2022	0	Yes
Cyxtera Technologies, Inc	MFXchange US, Inc.	MASTER RESELLER AGREEMENT	0	Yes
Cyxtera Technologies, Inc	MFXchange US, Inc.	MASTER RESELLER AGREEMENT	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	MASTER RESELLER AGREEMENT - Execution Date - 09/03/201	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Master Services Agreement	0	Yes
Cyxtera Technologies, Inc	MFXchange US, Inc.	REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Agreement - EWR2-A	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Agreement - IAD1-C	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Order - Effective Date - 02/04/2021	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Order - Effective Date - 09/03/2020	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Order - Effective Date - 09/18/2020	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Order - Effective Date - 09/22/2020	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Order - Effective Date - 09/28/2020	0	Yes
Cyxtera Communications, LLC	MFXchange US, Inc.	Service Order - Effective Date - 09/28/2020	0	Yes
Cyxtera Communications, LLC	Miami Dolphins	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Miami Dolphins	Service Order - Effective Date - 06/28/2019	0	Yes
Cyxtera Communications, LLC	Miami Dolphins	Service Order - Effective Date - 08/29/2019	0	Yes
Cyxtera Communications, LLC	Miami Dolphins	Service Order - Effective Date - 12/17/2019	0	Yes
Cyxtera Communications, LLC	MiCIM Ltd	Supplier agreement	0	Yes
Cyxtera Technologies, Inc	Micro Data Systems	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cyxtera Data Centers, Inc	Micro Data Systems	RESELLER AGREEMENT	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	LOA - Effective Date - 08/23/2018	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Agreement - BOS1-A	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Agreement - BOS1-B	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Order - Effective Date - 03/10/2019	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Order - Effective Date - 08/23/2018	0	Yes
Cyxtera Communications, LLC	Micro Support Group Inc	Service Order - Execution Date - 11/18/2022	0	Yes
Cyxtera Communications Canada, ULC	Microage, a division of Syspro Proven Systems	Service Agreement - S629868	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 02/27/2020	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 03/26/2021	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 09/09/2020	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 09/09/2020	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 09/19/2019	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 12/23/2021	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Effective Date - 12/23/2021	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Execution Date - 09/08/2022	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Execution Date - 09/14/2022	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Execution Date - 09/23/2022	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc	Service Order - Execution Date - 09/23/2022	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc.	Order - Execution Date - 05/31/2017	0	Yes
Cyxtera Communications, LLC	Micro-Data Systems, Inc.	Order - Execution Date - 06/07/2017	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Agreement - SFO2-B	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Order - Effective Date - 05/27/2020	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Order - Effective Date - 06/01/2022	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Order - Effective Date - 06/29/2021	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Order - Effective Date - 08/09/2018	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Order - Effective Date - 08/22/2018	0	Yes
Cyxtera Communications, LLC	Microsemi Corporation	Service Order - Effective Date - 10/24/2018	0	Yes
Cyxtera Communications, LLC	Microsemi, Corp.	Order - Execution Date - 04/24/2017	0	Yes
Cyxtera Communications, LLC	Microsemi, Corp.	Order - Execution Date - 04/27/2017	0	Yes
Cyxtera Communications, LLC	Microsemi, Corp.	Order - Execution Date - 05/31/2018	0	Yes
Cyxtera Communications, LLC	Microsemi, Corp.	Order - Execution Date - 05/31/2018	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Mitsubishi UFJ Securities	Service Order - Effective Date - 07/07/2022	0	Yes
Cytera Communications, LLC	Mitsubishi UFJ Securities	Service Order - Effective Date - 07/23/2021	0	Yes
Cytera Communications, LLC	Mitsubishi UFJ Securities	Service Order - Effective Date - 08/29/2019	0	Yes
Cytera Communications, LLC	Mitsubishi UFJ Securities	Service Order - Effective Date - 09/30/2021	0	Yes
Cytera Communications, LLC	Mitsubishi UFJ Securities	Service Order - Effective Date - 12/10/2018	0	Yes
Cytera Communications, LLC	Mitsubishi UFJ Securities (USA)	Order - Execution Date - 07/31/2017	0	Yes
Cytera Communications, LLC	Mixit, Inc.	Savvis Service Schedule - Execution Date - 11/07/2009	0	Yes
Cytera Communications, LLC	Mixit, Inc.	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	Mixit, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 01/20/	0	Yes
Cytera Communications, LLC	Mixit, Inc.	Savvis, Inc. Master Services Agreement - Execution Date - 05/	0	Yes
Cytera Communications, LLC	Mixit, Inc.	Service Agreement - EWR1-A	0	Yes
Cytera Communications, LLC	Mixit, Inc.	Service Order - Execution Date - 11/30/2022	0	Yes
Cytera Communications, LLC	Mizuho OSI	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Mizuho OSI	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	MM Enterprises USA, LLC	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	MM Enterprises USA, LLC	Service Order - Effective Date - 07/20/2022	0	Yes
Cytera Communications, LLC	MM Enterprises USA, LLC	Service Order - Effective Date - 07/20/2022	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Effective Date - 01/08/2019	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Effective Date - 04/30/2020	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Effective Date - 06/23/2022	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Effective Date - 09/18/2018	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Execution Date - 03/03/2023	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Execution Date - 03/06/2023	0	Yes
Cytera Communications, LLC	MMM Holdings, LLC	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications Canada, ULC	Mobile Computing Corporation	Service Agreement - S629888	0	Yes
Cytera Comm. Canada, Inc.	Mobile Computing Corporation	Service Order - Execution Date - 01/13/2011	0	Yes
Cytera Comm. Canada, Inc.	Mobile Computing Corporation	Service Schedule	0	Yes
Cytera Communications Canada, ULC	Mobile Computing Corporation (MCC)	Service Agreement - S630570	0	Yes
Cytera Comm. Canada, Inc.	Mobile Computing Corporation (MCC)	Service Order No. 294033 - Execution Date - 02/04/2014	0	Yes
Cytera Communications, LLC	Mobile Mini	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	MOBILE MINI	Letter of Disconnect - Execution Date - 11/22/2022	0	Yes
Cytera Communications, LLC	MOBILE MINI	LOA - Effective Date - 06/12/2020	0	Yes
Cytera Communications, LLC	MOBILE MINI	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	MOBILE MINI	Service Order - CUS0026654	0	Yes
Cytera Communications, LLC	MOBILE MINI	Service Order - Effective Date - 02/11/2019	0	Yes
Cytera Communications, LLC	MOBILE MINI	Service Order - Effective Date - 06/12/2020	0	Yes
Cytera Communications, LLC	MOBILE MINI	Service Order - Execution Date - 11/22/2022	0	Yes
Cytera Communications, LLC	Mobile Mini	Service Order No. 383953 - Execution Date - 11/10/2014	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 01/28/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 01/28/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 02/17/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 07/19/2021	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 07/26/2021	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 07/28/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 07/29/2021	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 08/17/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Effective Date - 08/31/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Execution Date - 08/17/2022	0	Yes
Cytera Communications, LLC	Moboware Inc.	Service Order - Execution Date - 09/12/2022	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Order - Effective Date - 06/10/2022	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Order - Effective Date - 07/19/2022	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Order - Execution Date - 09/26/2022	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications, LLC	MockDo, LLC	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Data Centers, Inc	MOD Mission Critical LLC	RESELLER AGREEMENT	0	Yes
Cytera Communications Canada, ULC	Modaxo Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Modern Business Associates	Agreement - Non Master - Execution Date - 08/31/2010	0	Yes
Cytera Communications, LLC	Modern Business Associates	Amendment - Execution Date - 02/07/2011	0	Yes
Cytera Communications, LLC	Modern Business Associates	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Modern Business Associates	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Modern Business Associates	Qwest Total Advantage Agreement - Monthly Assessment - E:	0	Yes
Cytera Communications, LLC	MODERN BUSINESS ASSOCIATES	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	MODERN BUSINESS ASSOCIATES	Service Order - Execution Date - 01/24/2023	0	Yes
Cytera Technologies, Inc	Modern Hearing & Air Conditioning	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Modern Hearing & Air Conditioning	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	Modulan GmbH	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	MOEM IT Services, LLC dba. Lumos Technol	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	MOEM IT Services, LLC dba. Lumos Technolog	Letter of Disconnect - Execution Date - 06/01/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Morton Salt, Inc.	Service Order No. 815601 - Execution Date - 08/09/2017	0	Yes
Cytera Communications, LLC	Morton Salt, Inc.	Service Order No. 816853 - Execution Date - 08/25/2017	0	Yes
Cytera Communications, LLC	Mosaic Tile Co	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Mosaic Tile Co	Service Order - CUS0011640	0	Yes
Cytera Communications, LLC	Mosaic Tile Co	Service Order - Effective Date - 05/06/2019	0	Yes
Cytera Communications, LLC	Mosaic Tile Co	Service Order - Effective Date - 05/10/2019	0	Yes
Cytera Communications, LLC	Motivation excellence LLC	Service Agreement - ORD2-A	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Bell Web Hosting - Customer Co-location Contract - Execution Date - 01/30/2018	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Order - Execution Date - 01/30/2018	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Order - Execution Date - 05/25/2017	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Order - Execution Date - 08/09/2016	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Savvis Master Services Agreement - Execution Date - 03/19/2012	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Savvis Service Level Attachment - Colocation Services Service Order - Execution Date - 03/19/2012	0	Yes
Cytera Communications Canada, ULC	Mount Pleasant Group	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order - CUS0009337	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order - Effective Date - 03/08/2019	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order - Effective Date - 03/08/2019	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order - Effective Date - 03/16/2020	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order - Effective Date - 04/19/2022	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order - Effective Date - 07/23/2019	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order No. 298899 - Execution Date - 03/19/2014	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order No. 319068 - Execution Date - 06/26/2014	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order No. 606208 - Execution Date - 12/04/2015	0	Yes
Cytera Comm. Canada, Inc.	Mount Pleasant Group	Service Order No. 808910 - Execution Date - 05/25/2017	0	Yes
Cytera Communications, LLC	MountainView Capital Group, LLC	Amendment - Execution Date - 07/03/2013	0	Yes
Cytera Communications, LLC	MountainView Capital Group, LLC	Amendment - Execution Date - 07/12/2012	0	Yes
Cytera Communications, LLC	Mountainview Capital Group, LLC	Assignment of Colocation Services - Execution Date - 02/22/2012	0	Yes
Cytera Communications, LLC	MountainView Capital Group, LLC	CenturyLink Total Advantage Agreement - Monthly Assessment	0	Yes
Cytera Communications, LLC	MountainView Capital Group, LLC	Order - Execution Date - 07/23/2013	0	Yes
Cytera Communications, LLC	Mountainview Capital Group, LLC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Mountainview Capital Group, LLC	Service Order - CUS0007831	0	Yes
Cytera Communications, LLC	Mountainview Capital Group, LLC	Service Order - CUS0007831	0	Yes
Cytera Communications, LLC	MountainView Capital Group, LLC	Service Order No. 406105 - Execution Date - 01/29/2015	0	Yes
Cytera Technologies, Inc	MP2 ENERGY	Letter Agreement - BILL CREDIT AND EXTENSION OF TERM	0	Yes
Cytera Technologies, Inc	MP2 ENERGY	MASTER ENERGY SALES AGREEMENT	0	Yes
Cytera Technologies, Inc	MP2 Energy LLC	Letter Agreement re: Master Retail Energy Sales Agreement	0	Yes
Cytera Technologies, Inc	MP2 Energy LLC	Master Energy Sales Agreement	0	Yes
Cytera Communications, LLC	Mr2 Solutions	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Mr2 Solutions	Service Order - Effective Date - 08/09/2019	0	Yes
Cytera Communications, LLC	Mr2 Solutions	Service Order - Effective Date - 10/01/2019	0	Yes
Cytera Communications, LLC	Mr2 Solutions	Service Order - Effective Date - 10/15/2019	0	Yes
Cytera Communications, LLC	Mr2 Solutions	Service Order - Effective Date - 12/04/2019	0	Yes
Cytera Communications, LLC	MRI Software	Order - Execution Date - 04/17/2017	0	Yes
Cytera Communications, LLC	MRI Software	Service Order - CUS0090386	0	Yes
Cytera Communications, LLC	MRI Software	Service Order - CUS0090386	0	Yes
Cytera Communications, LLC	MRI Software	Service Order - Effective Date - 08/18/2022	0	Yes
Cytera Communications, LLC	MRI Software	Service Order - Execution Date - 08/18/2022	0	Yes
Cytera Communications, LLC	MRI Software	Service Order - Execution Date - 11/21/2022	0	Yes
Cytera Communications, LLC	MRI Software	Service Order - Execution Date - 12/08/2022	0	Yes
Cytera Communications, LLC	MRI Software	Service Order No. 807106 - Execution Date - 04/07/2017	0	Yes
Cytera Communications, LLC	MRI Software	Service Order No. 813949 - Execution Date - 08/11/2017	0	Yes
Cytera Communications, LLC	MRI Software-CH3 and DC3 Internet and Cage	Service Agreement - ORD2-A	0	Yes
Cytera Comm. Canada, Inc.	MServices Limited Partnership	Service Order - Execution Date - 01/12/2023	0	Yes
Cytera Comm. Canada, Inc.	MServices Limited Partnership	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Comm. Canada, Inc.	MServices Limited Partnership	Service Order - Execution Date - 09/27/2022	0	Yes
Cytera Technologies, Inc	MSI Mechanical Systems, Inc.	Vendor agreement dated 07 / 20 / 2023	13,734	Yes
Cytera Communications, LLC	MTM Technologies	Addendum - Execution Date - 09/26/2011	0	Yes
Cytera Communications, LLC	MTM Technologies	Exhibit A Service Level Agreement("SLA") for Inte	0	Yes
Cytera Communications, LLC	MTM Technologies	Exhibit A Service Level Agreement ("SLA") for Intel	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis Master Services Agreement - Execution Date - 09/26/2012	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis Service Level Attachment - Colocation Services Service Order - Execution Date - 09/26/2012	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis Service Schedule - Execution Date - 02/06/2009	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis SLA Attachment - Colo Bandwidth/HSDIA - Execution D	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Communications, LLC	MTM Technologies	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Agreement - S629181	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Level Agreement	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Level Agreement	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Order - Execution Date - 08/09/2011	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Order No. 266568 - Execution Date - 08/20/2013	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Order No. 266737 - Execution Date - 08/14/2013	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Order No. 340772 - Execution Date - 09/05/2014	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	MTM Technologies	Service Order No. 809364 - Execution Date - 05/25/2017	0	Yes
Cytera Communications, LLC	MTM Technologies	Service Order No. 813491 - Execution Date - 07/26/2017	0	Yes
Cytera Communications, LLC	MTM Technologies, Inc	Master Reseller Agreement	0	Yes
Cytera Communications, LLC	MTM Technologies, Inc	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	MTM Technologies, Inc.	MASTER RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	MTM Technologies, Inc.	MASTER RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	MTM Technologies, Inc.	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	MTM Technologies, Inc.	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Agreement - HND1-A	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Level Agreement	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Order - CUS0060223	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Order - CUS0060223	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Order - Effective Date - 09/30/2021	0	Yes
Cytera Communications, LLC	MTS Systems Corporation	Service Order - Effective Date - 11/02/2021	0	Yes
Cytera Communications, LLC	MUFG Securities America, Inc.	Service Order No. 811274 - Execution Date - 08/23/2017	0	Yes
Cytera Communications, LLC	MUFG Securities Americas Inc.	Letter of Disconnect - Execution Date - 09/01/2022	0	Yes
Cytera Communications, LLC	MUFG Securities Americas Inc.	Service Order - Execution Date - 09/01/2022	0	Yes
Cytera Communications, LLC	MUFG Securities Americas, Inc.	Service Order No. 811274 - Execution Date - 09/07/2017	0	Yes
Cytera Communications, LLC	Multistack, LLC	Multistack Proposal	381,581	Yes
Cytera Technologies, LLC	Multistack, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Munch's Supply LLC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Munch's Supply LLC	Service Order - Effective Date - 06/25/2021	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson LLP	Service Agreement - S630051	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	QUOTE1179743-001.SignedImage	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Savvis Master Services Agreement - Execution Date - 07/29/2011	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Savvis Service Level Attachment - Colocation Services	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Savvis Service Schedule - Execution Date - 07/29/2011	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Savvis SLA Attachment - Application Transport Network - Execution Date - 07/29/2011	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Savvis SLA Attachment - Colocation - Execution Date - 12/14/2011	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Savvis SLA Attachment - Colocation/Internet Connection SLA - Execution Date - 12/14/2011	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Service Level Agreement	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Service Level Agreement	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Service Order - CUS0038097	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Service Order - CUS0041583	0	Yes
Cytera Communications, LLC	Munger, Tolles & Olson, LLP	Service Order No. 815116 - Execution Date - 08/04/2017	0	Yes
Cytera Communications, LLC	Munger, Tolles and Olson, LLP	Service Order No. 831814 - Execution Date - 05/08/2018	0	Yes
Cytera Communications, LLC	Murphy & McGonigle, P.C.	Service Agreement - S630169	0	Yes
Cytera Communications, LLC	Murray Electric System - KY	Cytera Master Services Agreement - Execution Date - 12/28/2017	0	Yes
Cytera Communications, LLC	Murray Electric System - KY	Cytera Service Schedule - Execution Date - 12/28/2017	0	Yes
Cytera Communications, LLC	MURRAY ELECTRIC SYSTEM - KY	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Murray Electric System - KY	Service Level Agreement	0	Yes
Cytera Communications, LLC	MURRAY ELECTRIC SYSTEM - KY	Service Order - Execution Date - 01/13/2023	0	Yes
Cytera Communications, LLC	Murray Electric System - KY	Service Order No. 823340 - Execution Date - 12/29/2017	0	Yes
Cytera Technologies, LLC	Muska Electric Co.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Muska Electric Co.	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications Canada, ULC	Musket Equipment Leasing Ltd	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Musket Equipment Leasing Ltd	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Musket Equipment Leasing Ltd	Service Order - Execution Date - 08/31/2022	0	Yes
Cytera Comm. Canada, Inc.	Musket Equipment Leasing Ltd	Service Order - Execution Date - 11/18/2022	0	Yes
Cytera Communications, LLC	Mytech Partners - MP2	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Agreement - Non Master - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Amendment - Execution Date - 07/11/2016	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	AMENDMENT TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Customer Entrance Build Addendum for CenturyLink Service - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Order - Execution Date - 02/16/2016	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Order - Execution Date - 03/13/2019	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Order - Execution Date - 07/29/2019	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Service Order No. 764184 - Execution Date - 09/20/2016	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Service Order No. 831198 - Execution Date - 09/17/2018	0	Yes
Cytera Communications, LLC	Mytech Partners, Inc.	Service Order No. 843172 - Execution Date - 06/03/2019	0	Yes
Cytera Federal Group, Inc	n2grate Government Technology Solutions, LLC	FEDERAL RESELLER AGREEMENT	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	LOA - Effective Date - 12/07/2018	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - CUS0004098	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - Effective Date - 01/07/2019	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - Effective Date - 04/29/2019	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - Effective Date - 06/04/2021	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - Effective Date - 06/16/2021	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - Effective Date - 06/16/2021	0	Yes
Cytera Comm. Canada, Inc.	N9 Hosting	Service Order - Effective Date - 08/02/2022	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	National Financial Services LLC, acting through	Service Order - Effective Date - 11/23/2020	0	Yes
Cytera Communications, LLC	National Financial Services LLC, acting through	Service Order - Effective Date - 12/07/2021	0	Yes
Cytera Communications, LLC	National Financial Services LLC, acting through	Service Order - Execution Date - 01/11/2019	0	Yes
Cytera Communications, LLC	National Financial Services LLC, acting through	Service Order - Execution Date - 09/16/2022	0	Yes
Cytera Communications, LLC	National Financial Services, LLC acting through	Order - Execution Date - 03/27/2017	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	AMENDMENT TO CENTURYLINK TOTAL ADVANTAGE AGREEMENT	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	CenturyLink Service Level Attachment - Colocation Services	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AMENDMENT	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Exodus Communications, Inc. Master Services Agreement - E	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis Hosting/Colocation Service Schedule - Execution Date	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis Network Service Schedule - Execution Date - 08/07/201	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis SLA Attachment - Bandwidth Connect - Execution Date	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis SLA Attachment - Colo Bandwidth/HSDIA - Execution D	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 10/31/	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Service Agreement - IAD1-F	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Service Order No. 331747 - Execution Date - 08/12/2014	0	Yes
Cytera Communications, LLC	National Public Radio, Inc.	Service Order No. 349681 - Execution Date - 09/29/2014	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Letter of Disconnect - Execution Date - 02/08/2023	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	LOA - Effective Date - 10/08/2018	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Order - Execution Date - 04/30/2018	0	Yes
Cytera Communications, LLC	NATIONAL SURGICAL HOSPITALS	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	NATIONAL SURGICAL HOSPITALS	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	NATIONAL SURGICAL HOSPITALS	Service Agreement - ORD1-D	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Effective Date - 01/02/2019	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Effective Date - 02/01/2021	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Effective Date - 02/03/2020	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Effective Date - 02/03/2022	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Effective Date - 10/08/2018	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Effective Date - 11/11/2020	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order - Execution Date - 02/08/2023	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order No. 0-05723-1 - Execution Date - 12/17/2018	0	Yes
Cytera Communications, LLC	National Surgical Hospitals	Service Order No. 825108 - Execution Date - 01/05/2018	0	Yes
Cytera Communications, LLC	National Union Fire Insurance Company of Pitt	Insurance Policy - 01-424-66-77 - D&O	0	No
Cytera Communications, LLC	National Western Stock Show	Agreement - Non Master - Execution Date - 06/06/2013	0	Yes
Cytera Communications, LLC	National Western Stock Show	Agreement - Non Master - Execution Date - 08/31/2009	0	Yes
Cytera Communications, LLC	National Western Stock Show	Agreement - Non Master - Execution Date - 10/31/2011	0	Yes
Cytera Communications, LLC	National Western Stock Show	Amendment to CenturyLink Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	National Western Stock Show	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	National Western Stock Show	Order - Execution Date - 08/28/2009	0	Yes
Cytera Communications, LLC	National Western Stock Show	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	National Western Stock Show	Service Order - Effective Date - 09/09/2020	0	Yes
Cytera Communications, LLC	National Western Stock Show	Service Order No. 286768 - Execution Date - 12/19/2013	0	Yes
Cytera Communications, LLC	National Western Stock Show	Service Order No. 824354 - Execution Date - 12/27/2017	0	Yes
Cytera Communications, LLC	Nationwide Communications LLC	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Nationwide Communications, Inc.	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Nationwide Communications, LLC	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Nat'l Union & Fire	Insurance Policy - GTP 0009153133 - Business Travel Acciden	0	Yes
Cytera Communications, LLC	Naura Hill Inc	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Naura Hill Inc	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Naura Hill Inc	Service Order - Effective Date - 01/06/2020	0	Yes
Cytera Communications, LLC	Naura Hill Inc	Service Order - Effective Date - 05/27/2022	0	Yes
Cytera Communications, LLC	Naura Hill Inc	Service Order - Effective Date - 07/27/2022	0	Yes
Cytera Communications, LLC	Naura Hill Inc	Service Order - Execution Date - 03/01/2023	0	Yes
Cytera Comm. Canada, Inc.	Navarik Corp.	Letter of Disconnect - Execution Date - 12/13/2022	0	Yes
Cytera Comm. Canada, Inc.	Navarik Corp.	MAC Order for Hosting Services - Execution Date - 08/04/201	0	Yes
Cytera Communications Canada, ULC	Navarik Corp.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Navarik Corp.	Service Order - Effective Date - 01/06/2020	0	Yes
Cytera Comm. Canada, Inc.	Navarik Corp.	Service Order - Execution Date - 12/08/2022	0	Yes
Cytera Comm. Canada, Inc.	Navarik Corp.	Service Order - Execution Date - 12/13/2022	0	Yes
Cytera Communications Canada, ULC	NAVBLUE INC.	Service Agreement - SIN2-A	0	Yes
Cytera Comm. Canada, Inc.	Navblue, Inc.	Order - Execution Date - 04/27/2017	0	Yes
Cytera Communications, LLC	Navex Global	CYXTERA SERVICE LEVEL ATTACHMENT - Colocation Services	0	Yes
Cytera Netherlands B.V	NAVEX Global	Letter of Disconnect - Execution Date - 05/31/2023	0	Yes
Cytera Communications, LLC	NAVEX Global	Letter of Disconnect - Execution Date - 06/01/2023	0	Yes
Cytera Communications, LLC	NAVEX Global	Service Order - Effective Date - 01/16/2020	0	Yes
Cytera Communications, LLC	NAVEX Global	Service Order - Effective Date - 04/29/2019	0	Yes
Cytera Communications, LLC	NAVEX Global	Service Order - Effective Date - 04/29/2019	0	Yes
Cytera Communications, LLC	NAVEX Global	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	NAVEX Global	Service Order - Effective Date - 11/23/2021	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Netflix, Inc. - EWR2	Service Order - Effective Date - 12/10/2020	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Agreement - S633052	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - CUS0014443	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - CUS0022173	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - CUS0022173	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - CUS0027738	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 01/24/2022	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 03/11/2020	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 05/09/2022	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 05/09/2022	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 06/25/2019	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 07/07/2020	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 08/14/2019	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 08/23/2018	0	Yes
Cyxtera Communications, LLC	NetFlix, Inc.(Kibble)	Service Order - Effective Date - 10/14/2020	0	Yes
Cyxtera Communications, LLC	Netmesh, Inc	Service Order - Effective Date - 03/13/2022	0	Yes
Cyxtera Communications, LLC	Netmesh, Inc.	Addendum - Execution Date - 06/07/2018	0	Yes
Cyxtera Communications, LLC	Netmesh, Inc.	Master Services Agreement - Execution Date - 06/07/2018	0	Yes
Cyxtera Communications, LLC	Netmesh, Inc.	Order - Execution Date - 06/06/2018	0	Yes
Cyxtera Communications, LLC	Netmesh, Inc.	Service Agreement - ORD1-A	0	Yes
Cyxtera Communications, LLC	Netmesh, Inc.	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	NETMINISTRY TECHNOLOGY CORP	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	Netministry Technology, Corp.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cyxtera Communications, LLC	Netministry Technology, Corp.	Service Order No. 829607 - Execution Date - 03/28/2018	0	Yes
Cyxtera Communications, LLC	Netquarry	Savvis Master Services Agreement - Execution Date - 03/14/20	0	Yes
Cyxtera Communications, LLC	Netquarry	Savvis Service Schedule - Execution Date - 03/14/2013	0	Yes
Cyxtera Communications, LLC	Netquarry	Savvis SLA Attachment - Colocation - Execution Date - 03/14/	0	Yes
Cyxtera Communications, LLC	Netquarry	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cyxtera Communications, LLC	Netquarry	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	Netquarry	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	Netquarry	Service Order - Effective Date - 01/07/2022	0	Yes
Cyxtera Communications, LLC	Netquarry	Service Order No. 253122 - Execution Date - 03/14/2013	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	LOA - Effective Date - 01/17/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	LOA - Effective Date - 01/17/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order - CUS0007829	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order - CUS0029686	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order - Effective Date - 01/17/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order - Effective Date - 01/17/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order - Effective Date - 07/23/2020	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order No. 829092 - Execution Date - 03/20/2018	0	Yes
Cyxtera Comm. Canada, Inc.	Netrium Networks, Inc.	Service Order No. 824445 - Execution Date - 12/12/2017	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 06/01/2022	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 08/23/2021	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 08/30/2021	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 08/30/2021	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 12/16/2021	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 12/17/2020	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 12/17/2020	0	Yes
Cyxtera Communications, LLC	Netskope - US	Service Order - Effective Date - 12/17/2020	0	Yes
Cyxtera Netherlands B.V	Netskope UK Limited	Service Order - Effective Date - 01/12/2021	0	Yes
Cyxtera Netherlands B.V	Netskope UK Limited	Service Order - Effective Date - 08/30/2021	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Agreement - IAD1-A	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Agreement - SFO1-A	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Agreement - SFO1-B	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Agreement - YYZ1-A	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cyxtera Communications, LLC	Netskope, Inc.	Service Order - Execution Date - 03/28/2023		

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	New Era Tickets Asia PTE LTD	Service Agreement - S630478	0	Yes
Cytera Communications, LLC	New Era Tickets Asia PTE LTD	Service Order - Effective Date - 07/15/2019	0	Yes
Cytera Communications, LLC	New Era Tickets Asia PTE LTD	Service Order - Effective Date - 10/14/2020	0	Yes
Cytera Communications Canada, ULC	New Horizons	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Agreement - Non Master - Execution Date - 08/22/2013	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Agreement - Non Master - Execution Date - 08/30/2013	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Order - Execution Date - 09/13/2013	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Service Order - Execution Date - 08/27/2013	0	Yes
Cytera Communications, LLC	New Mexico Finance Authority	Service Order No. 286787 - Execution Date - 10/25/2013	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Cytera Master Services Agreement - Execution Date - 10/02/2017	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Cytera Service Schedule - Execution Date - 10/02/2017	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Service Level Agreement	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Service Order - Effective Date - 11/01/2021	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Service Order - Effective Date - 11/09/2021	0	Yes
Cytera Communications, LLC	New Mexico Mortgage Finance Authority	Service Order No. 812948 - Execution Date - 09/29/2017	0	Yes
Cytera Communications, LLC	New Mexico Primary Care Asocia	Assignment of Colocation Services - Execution Date - 02/22/2017	0	Yes
Cytera Communications, LLC	New Mexico Primary Care Asocia	Order - Execution Date - 11/30/2012	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Order - CUS0006144	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Order - CUS0013564	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Order - Effective Date - 05/23/2019	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Order - Effective Date - 05/23/2019	0	Yes
Cytera Communications, LLC	NEW MEXICO PRIMARY CARE ASOCIA	Service Order - Effective Date - 11/16/2018	0	Yes
Cytera Communications, LLC	New Mexico Primary Care Asocia	Service Order No. 307197 - Execution Date - 07/03/2014	0	Yes
Cytera Communications, LLC	New Mexico Primary Care Asocia	Service Order No. 824604 - Execution Date - 12/20/2017	0	Yes
Cytera Communications, LLC	New Mexico Primary Care Asocia	Service Order No. 828973 - Execution Date - 03/13/2018	0	Yes
Cytera Communications, LLC	New Millennium Concepts, Ltd.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	New Mountain Capital	Addendum - Execution Date - 10/31/2008	0	Yes
Cytera Communications, LLC	New Mountain Capital	Amendment - Execution Date - 04/30/2013	0	Yes
Cytera Communications, LLC	New Mountain Capital	Amendment - Execution Date - 05/26/2017	0	Yes
Cytera Communications, LLC	New Mountain Capital	Amendment - Execution Date - 06/17/2010	0	Yes
Cytera Communications, LLC	New Mountain Capital	Amendment - Execution Date - 09/24/2013	0	Yes
Cytera Communications, LLC	New Mountain Capital	Amendment - Execution Date - 12/16/2012	0	Yes
Cytera Communications, LLC	New Mountain Capital	Amendment No. 5 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	New Mountain Capital	Assignment of Colocation Services - Execution Date - 02/22/2017	0	Yes
Cytera Communications, LLC	New Mountain Capital	Order - Execution Date - 04/27/2018	0	Yes
Cytera Communications, LLC	New Mountain Capital	Order - Execution Date - 06/29/2017	0	Yes
Cytera Communications, LLC	New Mountain Capital	Order - Execution Date - 07/24/2018	0	Yes
Cytera Communications, LLC	New Mountain Capital	Order - Execution Date - 08/07/2018	0	Yes
Cytera Communications, LLC	New Mountain Capital	Order - Execution Date - 09/29/2017	0	Yes
Cytera Communications, LLC	NEW MOUNTAIN CAPITAL	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	NEW MOUNTAIN CAPITAL	Service Order - CUS0010947	0	Yes
Cytera Communications, LLC	NEW MOUNTAIN CAPITAL	Service Order - CUS0071241	0	Yes
Cytera Communications, LLC	NEW MOUNTAIN CAPITAL	Service Order - Effective Date - 03/11/2019	0	Yes
Cytera Communications, LLC	NEW MOUNTAIN CAPITAL	Service Order - Effective Date - 03/26/2019	0	Yes
Cytera Communications, LLC	NEW MOUNTAIN CAPITAL	Service Order - Effective Date - 05/04/2022	0	Yes
Cytera Communications, LLC	New Mountain Capital	Service Order No. 498514 - Execution Date - 07/18/2015	0	Yes
Cytera Communications, LLC	New Mountain Capital	Service Order No. 562456 - Execution Date - 09/25/2015	0	Yes
Cytera Communications, LLC	New Mountain Capital	Statement of Work - Execution Date - 10/04/2012	0	Yes
Cytera Communications, LLC	New Mountain Capital, LLC	Service Order No. 819127 - Execution Date - 10/05/2017	0	Yes
Cytera Federal Group, Inc	New Tech Solutions, Inc	FEDERAL RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	New York & Company	Addendum - Execution Date - 02/02/2012	0	Yes
Cytera Communications, LLC	New York & Company	Order - Execution Date - 11/06/2014	0	Yes
Cytera Communications, LLC	New York & Company	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	New York & Company	Service Agreement - EWR2-D	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 04/07/2021	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 06/01/2020	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 06/01/2020	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 10/06/2020	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 10/06/2020	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 10/09/2020	0	Yes
Cytera Communications, LLC	New York & Company	Service Order - Effective Date - 10/09/2020	0	Yes
Cytera Communications, LLC	New York & Company	Service Order No. 343613 - Execution Date - 09/22/2014	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 03/20/2018	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 04/18/2017	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 04/18/2017	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 05/24/2018	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 06/08/2017	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 06/12/2017	0	Yes
Cytera Communications, LLC	New York & Co.	Order - Execution Date - 06/14/2017	0	Yes
Cytera Communications, LLC	New York & Co.	Service Order No. 348375 - Execution Date - 08/25/2014	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	OnCall IT, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 04/01/20	0	Yes
Cytera Communications, LLC	OnCall IT, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Communications, LLC	OnCall IT, Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	OnCall IT, Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	OnCall IT, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	OnCall IT, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	OnCall IT, Inc.	Service Order No. 251073 - Execution Date - 03/28/2013	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Other - Execution Date - 03/28/2017	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Savvis Master Services Agreement - Execution Date - 06/30/20	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Communications Canada, ULC	Oncidium	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Order - Effective Date - 01/26/2022	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Order - Effective Date - 03/08/2022	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Order - Effective Date - 11/29/2021	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Order - Effective Date - 12/16/2021	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Order - Execution Date - 06/30/2011	0	Yes
Cytera Comm. Canada, Inc.	Oncidium	Service Order No. 311694 - Execution Date - 06/04/2014	0	Yes
Cytera Communications, LLC	One Call Care Management	630331_CUS0046080_Q-36588_ONE CALL signed QUOTE 01	0	Yes
Cytera Communications, LLC	One Call Care Management	Letter of Disconnect - Execution Date - 10/14/2022	0	Yes
Cytera Communications, LLC	One Call Care Management	Order - Execution Date - 03/23/2017	0	Yes
Cytera Communications, LLC	One Call Care Management	Order - Execution Date - 04/24/2017	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 01/12/2021	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 03/28/2022	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 05/14/2019	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 07/08/2022	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 07/25/2018	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 07/25/2018	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 07/31/2019	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 07/31/2019	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 08/03/2018	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 11/15/2021	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 11/15/2021	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 11/23/2020	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 11/23/2021	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Effective Date - 12/15/2021	0	Yes
Cytera Communications, LLC	One Call Care Management	Service Order - Execution Date - 10/14/2022	0	Yes
Cytera Communications, LLC	One Call Medical DC4	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	One Call Medical DC4	Service Agreement - IAD1-E	0	Yes
Cytera Communications, LLC	One Call Medical SE2	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	ONE Discovery Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	ONE Discovery Inc.	Service Order - Effective Date - 01/28/2022	0	Yes
Cytera Communications, LLC	One Push, LLC dba Foxtail	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	One Push, LLC dba Foxtail	Service Order - Execution Date - 01/12/2023	0	Yes
Cytera Communications, LLC	OneSmile LLC	Letter of Disconnect - Execution Date - 04/13/2023	0	Yes
Cytera Communications, LLC	OneSmile LLC	Letter of Disconnect - Execution Date - 04/26/2023	0	Yes
Cytera Communications, LLC	OneSmile LLC	Service Order - Execution Date - 03/01/2023	0	Yes
Cytera Communications, LLC	OneSmile LLC	Service Order - Execution Date - 04/13/2023	0	Yes
Cytera Communications, LLC	OneSmile LLC	Service Order - Execution Date - 04/26/2023	0	Yes
Cytera Communications, LLC	OneSmile LLC	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications, LLC	OneUp AI, Inc.	Letter of Disconnect - Execution Date - 01/10/2023	0	Yes
Cytera Communications, LLC	OneUp AI, Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	OneUp AI, Inc.	Service Order - Effective Date - 04/04/2022	0	Yes
Cytera Communications, LLC	OneUp AI, Inc.	Service Order - Effective Date - 04/04/2022	0	Yes
Cytera Communications, LLC	OneUp AI, Inc.	Service Order - Execution Date - 01/10/2023	0	Yes
Cytera Communications, LLC	Online Trading Academy	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Online Trading Academy	Letter of Disconnect - Execution Date - 05/03/2023	0	Yes
Cytera Communications, LLC	Online Trading Academy	Order - Execution Date - 07/05/2016	0	Yes
Cytera Communications, LLC	Online Trading Academy	Savvis Hosting/Colocation Service Schedule - Execution Date -	0	Yes
Cytera Communications, LLC	Online Trading Academy	Savvis Master Services Agreement - Execution Date - 11/07/20	0	Yes
Cytera Communications, LLC	Online Trading Academy	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Online Trading Academy	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Level Agreement	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Level Agreement	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Order - CUS0007120	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Order - CUS0007730	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Order - Effective Date - 01/08/2019	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Order - Effective Date - 01/15/2019	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Order - Execution Date - 05/03/2023	0	Yes
Cytera Communications, LLC	Online Trading Academy	Service Order No. 829289 - Execution Date - 06/19/2018	0	Yes
Cytera Communications, LLC	Onshore	Service Agreement - S630473	0	Yes
Cytera Communications, LLC	Onshore	Service Order No. 285517 - Execution Date - 10/03/2013	0	Yes
Cytera Technologies, LLC	Ontario Refrigeration Service, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Ontario Refrigeration Service, Inc.	Procurement Standard Terms and Conditions	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Onward Energy Holdings, LLC	Other - Effective Date - 03/11/2022	0	Yes
Cytera Communications, LLC	Onward Energy Holdings, LLC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Onward Energy Holdings, LLC	Service Order - CUS0054014	0	Yes
Cytera Communications, LLC	Onward Energy Holdings, LLC	Service Order - Effective Date - 05/20/2021	0	Yes
Cytera Communications, LLC	Onward Energy Holdings, LLC	Service Order - Effective Date - 05/20/2021	0	Yes
Cytera Communications, LLC	Onward Energy Holdings, LLC	Service Order - Effective Date - 11/30/2021	0	Yes
Cytera Communications, LLC	Open Systems International	Amendment - Execution Date - 06/13/2013	0	Yes
Cytera Communications, LLC	Open Systems International	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	OPEN SYSTEMS INTERNATIONAL	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Open Systems International	Service Order No. 314283 - Execution Date - 06/25/2014	0	Yes
Cytera Communications, LLC	Open Systems International	Service Order No. 416573 - Execution Date - 02/23/2015	0	Yes
Cytera Communications, LLC	Open Systems International, Inc.	Service Order - Execution Date - 11/28/2017	0	Yes
Cytera Communications, LLC	Open Text Inc.	Service Order - Execution Date - 12/14/2022	0	Yes
Cytera Communications, LLC	Open Text, Inc.	ASSIGNMENT AND ASSUMPTION AGREEMENT - Execution Da	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 01/10/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 01/10/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 02/04/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 02/04/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 02/18/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 02/18/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 06/20/2019	0	Yes
Cytera Communications, LLC	Open Text, Inc.	Service Order - Effective Date - 10/27/2021	0	Yes
Cytera Communications, LLC	Openlink Financial LLC	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Openlink Financial LLC	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	OpenLink Financial, LLC	Service Order - Execution Date - 11/14/2017	0	Yes
Cytera Communications, LLC	OpenLink Financial, LLC	Service Order - Execution Date - 11/14/2017	0	Yes
Cytera Communications, LLC	Openlink Puerto Rico Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Openlink Puerto Rico Inc.	Service Order - Execution Date - 01/09/2023	0	Yes
Cytera Communications, LLC	OpenMarket, Inc	Service Agreement - IAD2-B	0	Yes
Cytera Communications, LLC	OpenMarket, Inc.	LOA - Effective Date - 08/03/2021	0	Yes
Cytera Communications, LLC	OpenMarket, Inc.	Service Order - CUS0057484	0	Yes
Cytera Communications, LLC	OpenMarket, Inc.	Service Order - Effective Date - 03/09/2020	0	Yes
Cytera Communications, LLC	OpenMarket, Inc.	Service Order - Effective Date - 08/03/2021	0	Yes
Cytera Communications, LLC	OpenMarket, Inc.	Service Order - Effective Date - 08/03/2021	0	Yes
Cytera Communications Canada, ULC	Opentensor Foundation	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Opentensor Foundation	Service Order - CUS0064422	0	Yes
Cytera Comm. Canada, Inc.	Opentensor Foundation	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Communications, LLC	OpenText, Inc.	Service Agreement - BOS1-A	0	Yes
Cytera Communications Canada, ULC	Opera Hosting Limited	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - CUS0061064	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - Effective Date - 02/03/2022	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - Effective Date - 06/15/2022	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - Effective Date - 09/05/2022	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - Effective Date - 10/20/2021	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - Effective Date - 11/12/2021	0	Yes
Cytera Comm. Canada, Inc.	Opera Hosting Limited	Service Order - Execution Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Optimine	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Optimine	Service Order - Effective Date - 02/18/2020	0	Yes
Cytera Communications, LLC	Optimine	Service Order - Effective Date - 03/18/2020	0	Yes
Cytera Communications, LLC	Optimine	Service Order - Effective Date - 03/26/2020	0	Yes
Cytera Communications, LLC	Optimine	Service Order - Execution Date - 03/06/2023	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	LOA - Effective Date - 01/23/2020	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - CUS0015471	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - CUS0052608	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - CUS0058717	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 01/23/2020	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 04/15/2021	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 04/19/2021	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 05/27/2020	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 06/12/2020	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 07/25/2019	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 08/30/2021	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Effective Date - 09/17/2018	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Execution Date - 02/07/2023	0	Yes
Cytera Communications, LLC	Option Care Enterprises, Inc.	Service Order - Execution Date - 02/07/2023	0	Yes
Cytera Communications, LLC	Option Care Infusion Services, Inc.	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Option Care Infusion Services, Inc.	Service Agreement - MSP1-B	0	Yes
Cytera Communications, LLC	Option Care Infusion Services, Inc.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Option Care Infusion Services, Inc.	Service Order - Execution Date - 07/09/2019	0	Yes
Cytera Communications, LLC	Option Care Infusion Services, Inc.	Service Order No. 828351 - Execution Date - 03/08/2018	0	Yes
Cytera Communications, LLC	Options Information Technology, LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Options Information Technology, LLC	Service Agreement - EWR3-A	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Paciolan, Inc.	Service Order No. 807081 - Execution Date - 01/01/2018	0	Yes
Cytera Communications, LLC	Paciolan, Inc.	Service Order No. 816621 - Execution Date - 08/25/2017	0	Yes
Cytera Technologies, Inc	PacketFabric, Inc	PacketFabric's Master Services Agreement	0	Yes
Cytera Technologies, LLC	PacketFabric, Inc	Packetfabric's Master Services Agreement	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Amendment - Execution Date - 01/22/2018	0	Yes
Cytera Technologies, Inc	PacketFabric, Inc.	ECOSYSTEM PARTNER AGREEMENT	0	Yes
Cytera Technologies, Inc	PacketFabric, Inc.	MASTER SERVICES AGREEMENT	0	Yes
Cytera Technologies, Inc	PacketFabric, Inc.	Sales Agent Program Agreement	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - LHR1-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Agreement - SFO4-A	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/16/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/18/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/21/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/21/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 03/21/2022	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 06/15/2021	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 10/22/2021	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Effective Date - 10/22/2021	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Execution Date - 01/19/2023	0	Yes
Cytera Communications, LLC	PacketFabric, Inc.	Service Order - Execution Date - 02/06/2023	0	Yes
Cytera Technologies, Inc	PacketFabric, Inc.,	Sales Agent Program Agreement	0	Yes
Cytera Communications, LLC	PageFreezer	Letter of Disconnect - Execution Date - 03/10/2023	0	Yes
Cytera Communications, LLC	PageFreezer	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - CUS0016855	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - CUS0018072	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - Effective Date - 08/15/2019	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - Effective Date - 08/28/2019	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - Effective Date - 09/12/2019	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - Effective Date - 10/23/2019	0	Yes
Cytera Communications, LLC	PageFreezer	Service Order - Execution Date - 03/10/2023	0	Yes
Cytera Technologies, LLC	PagerDuty, Inc.	Order Form	0	Yes
Cytera Technologies, LLC	PagerDuty, Inc.	Order Form	0	Yes
Cytera Technologies, LLC	PagerDuty, Inc.	Order Form	0	Yes
Cytera Technologies, LLC	PagerDuty, Inc.	Order Form	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Amendment - Execution Date - 03/06/2019	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Amendment - Execution Date - 05/02/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Amendment - Execution Date - 05/12/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Amendment - Execution Date - 12/14/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Palo Alto Networks	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	Palo Alto Networks	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Letter of Disconnect - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Palo Alto Networks	NON-STANDARD PRICING CHANGE ORDER (PCO) for Centuryl	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Non-Standard Pricing Change Order (PCO) for CenturyLink Co	0	Yes
Cytera Communications, LLC	Palo Alto Networks	NON-STANDARD PRICING CHANGE ORDER (PCO) for Centuryl	0	Yes
Cytera Communications, LLC	Palo Alto Networks	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 01/31/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 01/31/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 02/02/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 02/14/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 04/20/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/17/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/17/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/19/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/19/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/30/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/30/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/30/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Order - Execution Date - 05/30/2018	0	Yes
Cytera Technologies, Inc	Palo Alto Networks	Palo Alto Networks Order Form	0	Yes
Cytera Technologies, LLC	Palo Alto Networks	Palo Alto Networks Order Form	0	Yes
Cytera Technologies, LLC	Palo Alto Networks	Palo Alto Networks Order Form	0	Yes
Cytera Communications, LLC	PALO ALTO NETWORKS	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	PALO ALTO NETWORKS	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	PALO ALTO NETWORKS	Service Agreement - DFW1-D	0	Yes
Cytera Communications, LLC	PALO ALTO NETWORKS	Service Agreement - HND1-A	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - CUS0016365	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - CUS0020648	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 01/24/2020	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 01/29/2020	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 02/05/2020	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 02/27/2020	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 03/30/2021	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 04/22/2021	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 05/07/2019	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 05/07/2019	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 05/10/2022	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 06/06/2019	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 06/27/2019	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 08/16/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 08/17/2022	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 08/26/2019	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 08/28/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Effective Date - 10/18/2021	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Execution Date - 02/16/2023	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Execution Date - 10/12/2022	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Execution Date - 11/02/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order - Execution Date - 11/03/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order No. 759823 - Execution Date - 10/07/2016	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order No. 778211 - Execution Date - 11/09/2016	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order No. 819275 - Execution Date - 11/16/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order No. 828159 - Execution Date - 03/01/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Service Order No. 834024 - Execution Date - 06/27/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Statement of Work - Execution Date - 01/11/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Statement of Work - Execution Date - 02/01/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Statement of Work - Execution Date - 02/23/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Statement of Work - Execution Date - 03/06/2017	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Statement of Work - Execution Date - 06/29/2018	0	Yes
Cytera Communications, LLC	Palo Alto Networks	Statement of Work - Execution Date - 12/08/2017	0	Yes
Cytera Communications, LLC	Pan American Bank & Trust Co.	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Pan American Bank & Trust Co.	Service Order - Effective Date - 11/02/2020	0	Yes
Cytera Communications, LLC	Panalgo LLC	Letter of Disconnect - Execution Date - 10/03/2022	0	Yes
Cytera Communications, LLC	Panalgo LLC	Service Order - Effective Date - 10/04/2022	0	Yes
Cytera Communications, LLC	Panalgo LLC	Service Order - Execution Date - 10/03/2022	0	Yes
Cytera Communications, LLC	Panalgo, LLC.	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Panera LLC	Service Agreement - S628870	0	Yes
Cytera Communications Canada, ULC	Pantheon Odyssey Technologies Ltd.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Pantheon Odyssey Technologies Ltd.	Service Order - CUS0073331	0	Yes
Cytera Comm. Canada, Inc.	Pantheon Odyssey Technologies Ltd.	Service Order - Effective Date - 06/15/2022	0	Yes
Cytera Communications, LLC	Pantheon Ventures (UK) LLP	Service Agreement - LHR1-A	0	Yes
Cytera Communications, LLC	Pantheon Ventures (UK) LLP	Service Agreement - LHR2-A	0	Yes
Cytera Communications, LLC	Paper Mart	Service Order - Effective Date - 01/26/2022	0	Yes
Cytera Communications, LLC	PAPERMART	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	PAPERMART	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	PAPERS & NORTH ADVISORY GROUP	Service Agreement - S638108	0	Yes
Cytera Technologies, Inc	Paradigm Structural Engineers, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Paradigm Structural Engineers, Inc.	Procurement Standard Terms & Conditions	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATE	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 01/20/2022	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 02/18/2022	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 04/11/2020	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 06/28/2022	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 07/17/2019	0	Yes
Cytera Communications, LLC	PARAMETRIC PORTFOLIO ASSOCIATES LLC	Service Order - Effective Date - 07/28/2022	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 07/25/2022	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/10/2021	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/10/2021	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/14/2021	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/16/2020	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/16/2020	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/16/2020	0	Yes
Cytera Federal Group Inc	Parsons Services Company - Colo for CXD	Service Order - Effective Date - 12/16/2020	0	Yes
Cytera Federal Group, Inc	Parsons Services Company - CXD	Service Agreement - DEN1-A	0	Yes
Cytera Federal Group, Inc	Parsons Services Company - CXD	Service Agreement - IAD3-A	0	Yes
Cytera Technologies, LLC	ParsonsKellogg	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	ParsonsKellogg LLC	Online Store Agreement Between Cytera and ParsonsKellogg	0	Yes
Cytera Technologies, LLC	Partner Forces LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	Partner Forces LLC	Procurement Standard Terms & Conditions	0	Yes
Cytera Technologies, LLC	Partner Forces LLC	Statement of Work	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Amendment - Execution Date - 06/19/2016	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Partners Imaging Center	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Partners Imaging Center	CenturyLink Total Advantage Express - Amendment - Summa	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Order - Execution Date - 02/22/2016	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Order - Execution Date - 11/19/2015	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Service Order - CUS0057373	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Service Order - Effective Date - 01/14/2021	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Service Order - Effective Date - 07/13/2020	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Service Order - Effective Date - 07/29/2021	0	Yes
Cytera Communications, LLC	Partners Imaging Center	Service Order No. 618385 - Execution Date - 01/13/2016	0	Yes
Cytera Communications, LLC	Passkey International, Inc.	Service Agreement - S629454	0	Yes
Cytera Communications, LLC	Passur Aerospace, Inc.	Savvis Master Services Agreement - Execution Date - 02/20/20	0	Yes
Cytera Communications, LLC	Passur Aerospace, Inc.	Savvis SLA Colocation Savvis Colocation Only SLA-United Stat	0	Yes
Cytera Communications, LLC	PASSUR Aerospace, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Pathr.ai, Inc.	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	Pathr.ai, Inc.	Service Order - Execution Date - 12/08/2022	0	Yes
Cytera Communications, LLC	PatientKeeper	Service Agreement - BOS1-B	0	Yes
Cytera Comm. Canada, Inc.	Patriot One Detection Ltd.	Letter of Disconnect - Execution Date - 01/13/2023	0	Yes
Cytera Communications Canada, ULC	Patriot One Detection Ltd.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Patriot One Detection Ltd.	Service Order - CUS0043281	0	Yes
Cytera Comm. Canada, Inc.	Patriot One Detection Ltd.	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Comm. Canada, Inc.	Patriot One Detection Ltd.	Service Order - Execution Date - 01/13/2023	0	Yes
Cytera Communications, LLC	Patron Solutions (dba new Era Tickets)	Service Agreement - S630141	0	Yes
Cytera Communications, LLC	Paycommerce LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Paycommerce LLC	Service Order - CUS0007922	0	Yes
Cytera Communications, LLC	Paycommerce LLC	Service Order - Effective Date - 01/23/2019	0	Yes
Cytera Communications, LLC	Paydiant Inc	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Paydiant Inc	Service Order - Effective Date - 03/24/2019	0	Yes
Cytera Communications, LLC	Paydiant Inc	Service Order - Effective Date - 03/24/2019	0	Yes
Cytera Communications, LLC	Paydiant, Inc	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Paydiant, Inc.	Service Order No. 819380 - Execution Date - 09/27/2017	0	Yes
Cytera Communications Canada, ULC	PayFacto Payments Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	PayFacto Payments Inc.	Service Order - Effective Date - 03/11/2022	0	Yes
Cytera Comm. Canada, Inc.	PayFacto Payments Inc.	Service Order - Effective Date - 05/25/2022	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 01/11/2022	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 01/11/2022	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 02/06/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 02/06/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 03/26/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 08/07/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	LOA - Effective Date - 09/20/2019	0	Yes
Cytera Communications Canada, ULC	Paymentus Corporation	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Paymentus Corporation	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Paymentus Corporation	Service Agreement - DFW1-A	0	Yes
Cytera Communications Canada, ULC	Paymentus Corporation	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Paymentus Corporation	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - CUS0003409	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - CUS0017078	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 01/11/2022	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 01/18/2020	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 01/18/2020	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 01/24/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 01/24/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 02/06/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 02/06/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 02/24/2020	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 02/24/2020	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 03/17/2022	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 03/26/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 07/11/2021	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 07/11/2021	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 08/07/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 09/30/2019	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order No. 256501 - Execution Date - 04/16/2013	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Service Order No. 302701 - Execution Date - 03/12/2014	0	Yes
Cytera Comm. Canada, Inc.	Paymentus Corporation	Supplemental Quote # 11660265 - Execution Date - 07/18/20	0	Yes
Cytera Comm. Canada, Inc.	Paymentus, Corp.	Order - Execution Date - 01/18/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus, Corp.	Order - Execution Date - 04/25/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus, Corp.	Order - Execution Date - 06/20/2017	0	Yes
Cytera Communications, LLC	Paymentus, Corp.	Order - Execution Date - 07/12/2017	0	Yes
Cytera Comm. Canada, Inc.	Paymentus, Corp.	Service Order No. 820306 - Execution Date - 10/25/2017	0	Yes
Cytera Comm. Canada, Inc.	Paymentus, Corp.	Service Order No. 828736 - Execution Date - 03/14/2018	0	Yes
Cytera Comm. Canada, Inc.	Paymentus, Corp.	Service Order No. Q-14033-3 - Execution Date - 03/26/2019	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - CUS0049754	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - CUS0049754	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 02/14/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 03/03/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 03/04/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 03/11/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 03/28/2019	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 04/04/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 04/06/2021	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 04/08/2021	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 04/11/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 04/19/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 04/22/2021	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 05/17/2022	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 06/22/2021	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 09/09/2020	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 10/23/2018	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 10/23/2018	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 11/18/2021	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 12/16/2021	0	Yes
Cytera Communications, LLC	PayPal Inc	Service Order - Effective Date - 12/18/2020	0	Yes
Cytera Communications, LLC	PayPal, Inc	Service Order - Execution Date - 02/14/2023	0	Yes
Cytera Communications, LLC	PayPal, Inc	Service Order - Execution Date - 10/25/2022	0	Yes
Cytera Communications, LLC	PayPal, Inc	Service Order - Execution Date - 11/18/2022	0	Yes
Cytera Communications, LLC	PayPal, Inc	Service Order - Execution Date - 11/18/2022	0	Yes
Cytera Communications, LLC	PayPal, Inc	Service Order - Execution Date - 12/22/2022	0	Yes
Cytera Communications, LLC	Paypal, Inc.	Agreement - Non Master - Execution Date - 06/26/2019	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment - Execution Date - 02/01/2016	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment - Execution Date - 04/26/2017	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment - Execution Date - 04/29/2016	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment - Execution Date - 05/17/2018	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment - Execution Date - 05/30/2017	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment - Execution Date - 10/19/2017	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment No. 1 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Amendment No. 7 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Paypal, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	PayPal, Inc.	CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NE	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Letter of Disconnect - Execution Date - 03/01/2023	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Letter of Disconnect - Execution Date - 03/01/2023	0	Yes
Cytera Communications, LLC	PayPal, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	PeopleConnect, Inc.	Service Order - Effective Date - 07/22/2021	0	Yes
Cytera Communications, LLC	PeopleConnect, Inc.	Service Order - Effective Date - 12/16/2021	0	Yes
Cytera Communications, LLC	PeopleConnect, Inc.	Service Order - Effective Date - 12/18/2019	0	Yes
Cytera Communications, LLC	PeopleConnect, Inc.	Service Order - Effective Date - 12/29/2021	0	Yes
Cytera Communications, LLC	PeopleConnect, Inc.	Service Order - Effective Date - 12/30/2021	0	Yes
Cytera Communications, LLC	Peoplefluent	Order - Execution Date - 01/25/2018	0	Yes
Cytera Communications, LLC	Peoplefluent	Order - Execution Date - 01/26/2016	0	Yes
Cytera Communications, LLC	Peoplefluent	Order - Execution Date - 04/08/2016	0	Yes
Cytera Communications, LLC	Peoplefluent	Service Agreement - YYZ2-A	0	Yes
Cytera Communications, LLC	Peoplefluent	Service Order - Effective Date - 12/05/2018	0	Yes
Cytera Communications, LLC	Peoplefluent	Service Order No. 287941 - Execution Date - 11/25/2013	0	Yes
Cytera Communications, LLC	Peoplefluent	Service Order No. 805071 - Execution Date - 04/06/2017	0	Yes
Cytera Communications, LLC	PeopleFluent	Service Order No. 807056 - Execution Date - 04/06/2017	0	Yes
Cytera Comm. Canada, Inc.	Peopleline Telecom Inc.	Service Order - Effective Date - 09/01/2021	0	Yes
Cytera Communications Canada, ULC	Peraso Technologies Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Peraso Technologies Inc.	Service Order - Effective Date - 03/16/2022	0	Yes
Cytera Comm. Canada, Inc.	Peraso Technologies Inc.	Service Order - Effective Date - 11/19/2021	0	Yes
Cytera Comm. Canada, Inc.	Peraso Technologies Inc.	Service Order - Effective Date - 11/19/2021	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Quote #11430898 - Execution Date - 01/10/2019	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Agreement - DFW1-C	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Order - Effective Date - 05/13/2021	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Order - Effective Date - 09/09/2021	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Order No. 362963 - Execution Date - 11/21/2014	0	Yes
Cytera Communications, LLC	Performant Financial Corporation	Service Order No. 364282 - Execution Date - 01/26/2015	0	Yes
Cytera Communications, LLC	Performant Financial, Corp.	Order - Execution Date - 02/13/2018	0	Yes
Cytera Communications, LLC	Performant Financial, Corp.	Service Order No. 828624 - Execution Date - 03/07/2018	0	Yes
Cytera Communications, LLC	Performant Financial, Corp.	Service Order No. 832449 - Execution Date - 06/20/2018	0	Yes
Cytera Communications Canada, ULC	Perimeter Financial Corp.	Service Agreement - S629125	0	Yes
Cytera Comm. Canada, Inc.	Perimeter Markets Inc.	Service Order - CUS0008361	0	Yes
Cytera Comm. Canada, Inc.	Perimeter Markets Inc.	Service Order - CUS0056263	0	Yes
Cytera Comm. Canada, Inc.	Perimeter Markets Inc.	Service Order - Effective Date - 05/26/2020	0	Yes
Cytera Comm. Canada, Inc.	Perimeter Markets Inc.	Service Order - Effective Date - 06/29/2021	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	LOA - Effective Date - 07/30/2021	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	LOA - Effective Date - 07/30/2021	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - CUS0021847	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - CUS0023926	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - CUS0057418	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - CUS0057418	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - CUS0057418	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - CUS0057418	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 02/27/2020	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 04/13/2020	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 05/22/2019	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 05/28/2019	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 07/22/2020	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 08/31/2020	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 09/05/2018	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 09/05/2018	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 10/07/2020	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	PERKINS COIE LLP	Service Order - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	Perkins Coie, LLP	Order - Execution Date - 02/07/2018	0	Yes
Cytera Communications, LLC	Perkins Coie, LLP	Order - Execution Date - 05/24/2018	0	Yes
Cytera Communications, LLC	Perkins Coie, LLP	Service Order No. 828034 - Execution Date - 03/16/2018	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Amendment No. 4 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Assignment of Colocation Services - Execution Date - 02/22/2020	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Order - Execution Date - 05/11/2016	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Order - Execution Date - 08/18/2016	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Service Order - CUS0057641	0	Yes
Cytera Communications, LLC	Perkins Eastman Architects P.C.	Service Order - Effective Date - 08/09/2021	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Addendum - Execution Date - 12/16/2007	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Addendum - Execution Date - 12/16/2007	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	CenturyLink Service Schedule - Execution Date - 11/10/2016	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Savvis Master Services Agreement - Execution Date - 12/16/2016	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Service Order - Effective Date - 04/04/2022	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Service Order - Effective Date - 06/28/2021	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Service Order - Effective Date - 09/07/2021	0	Yes
Cytera Communications, LLC	Perkins, Brinson, Ho, LLC	Service Order No. 779677 - Execution Date - 10/26/2016	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Project Hosts	Service Order No. 259742 - Execution Date - 08/20/2013	0	Yes
Cytera Communications, LLC	Project Hosts	Service Order No. 287398 - Execution Date - 10/22/2013	0	Yes
Cytera Communications, LLC	Project Hosts	Service Order No. 562528 - Execution Date - 09/16/2015	0	Yes
Cytera Communications, LLC	Project Hosts Inc	Service Order - Effective Date - 07/30/2019	0	Yes
Cytera Communications, LLC	Project Hosts Inc	Service Order - Effective Date - 11/01/2019	0	Yes
Cytera Communications, LLC	Project Hosts Inc	Service Order - Effective Date - 11/07/2019	0	Yes
Cytera Communications, LLC	Project Hosts Inc.	Letter of Disconnect - Execution Date - 01/03/2023	0	Yes
Cytera Communications, LLC	Project Hosts Inc.	Letter of Disconnect - Execution Date - 11/04/2022	0	Yes
Cytera Communications, LLC	Project Hosts Inc.	Service Order - Execution Date - 01/03/2023	0	Yes
Cytera Communications, LLC	Project Hosts Inc.	Service Order - Execution Date - 11/04/2022	0	Yes
Cytera Communications, LLC	Project Hosts, Inc.	Order - Execution Date - 05/16/2018	0	Yes
Cytera Communications, LLC	Prolong Data	Letter of Disconnect - Execution Date - 03/09/2023	0	Yes
Cytera Communications, LLC	Prolong Data	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Prolong Data	Service Order - Effective Date - 09/20/2019	0	Yes
Cytera Communications, LLC	Prolong Data	Service Order - Execution Date - 03/09/2023	0	Yes
Cytera Communications, LLC	Promark Research Company	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Promark Research Company	Service Level Agreement	0	Yes
Cytera Technologies, Inc	PROMARK TECHNOLOGY, INC	DISTRIBUTION AGREEMENT	0	Yes
Cytera Communications, LLC	Promiles Software Development	Letter of Disconnect - Execution Date - 05/01/2023	0	Yes
Cytera Communications, LLC	Promiles Software Development	Service Order - Execution Date - 01/27/2023	0	Yes
Cytera Communications, LLC	Promiles Software Development	Service Order - Execution Date - 05/01/2023	0	Yes
Cytera Communications, LLC	ProMiles Software Development Corp.	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	ProMiles Software Development Corp.	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	ProMiles Software Development Corp.	Service Agreement - SFO3-A	0	Yes
Cytera Communications, LLC	ProMiles Software Development Corp.	Service Order - Effective Date - 07/17/2019	0	Yes
Cytera Communications, LLC	ProMiles Software Development Corp.	Service Order - Effective Date - 08/12/2019	0	Yes
Cytera Communications, LLC	ProMiles Software Development Corp.	Service Order - Effective Date - 10/08/2019	0	Yes
Cytera Communications Canada, ULC	Proofpoint - Canada - YYZ2-A	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - CUS0006516	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 02/03/2022	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 02/25/2019	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 03/12/2021	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 05/29/2019	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 07/10/2019	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 07/29/2022	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 08/13/2020	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 08/27/2021	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 10/07/2021	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 10/13/2020	0	Yes
Cytera Comm. Canada, Inc.	Proofpoint - Canada - YYZ2-A	Service Order - Effective Date - 12/06/2018	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - CUS0006063	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - CUS0006184	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - CUS0015429	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 01/17/2019	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/04/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/10/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/17/2021	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/20/2019	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/26/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/28/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 02/28/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 03/12/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 03/19/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 03/31/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 04/12/2019	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 06/08/2021	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 06/15/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 07/20/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 07/20/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 07/24/2019	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 08/18/2020	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 08/21/2018	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 09/16/2021	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 10/25/2018	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 10/29/2021	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 11/13/2018	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 11/19/2018	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 12/06/2019	0	Yes
Cytera Communications, LLC	Proofpoint Atlanta	Service Order - Effective Date - 12/07/2018	0	Yes
Cytera Communications, LLC	Proofpoint Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Proofpoint Santa Clara	Service Order - Effective Date - 01/21/2022	0	Yes
Cytera Communications, LLC	Proofpoint Santa Clara	Service Order - Effective Date - 01/28/2021	0	Yes
Cytera Communications, LLC	Proofpoint Santa Clara	Service Order - Effective Date - 02/03/2022	0	Yes
Cytera Communications, LLC	Proofpoint Santa Clara	Service Order - Effective Date - 02/15/2019	0	Yes
Cytera Communications, LLC	Proofpoint Santa Clara	Service Order - Effective Date - 02/20/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Quantum Corp	Service Order - Effective Date - 08/22/2018	0	Yes
Cytera Communications, LLC	Quantum Corp	Service Order - Effective Date - 10/03/2019	0	Yes
Cytera Communications, LLC	Quantum Corp	Service Order - Effective Date - 12/28/2021	0	Yes
Cytera Communications, LLC	Quest Hosting - Interop	Service Agreement - S638255	0	Yes
Cytera Communications Canada, ULC	Questrade Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Questrade Inc.	Service Order - Effective Date - 01/20/2021	0	Yes
Cytera Comm. Canada, Inc.	Questrade Inc.	Service Order - Effective Date - 02/28/2022	0	Yes
Cytera Comm. Canada, Inc.	Questrade Inc.	Service Order - Effective Date - 12/04/2020	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc	Letter of Disconnect - Execution Date - 01/26/2023	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc	Letter of Disconnect - Execution Date - 11/23/2022	0	Yes
Cytera Communications Canada, ULC	Questrade, Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc	Service Order - Execution Date - 01/26/2023	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc	Service Order - Execution Date - 11/23/2022	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc.	Order - Execution Date - 12/20/2017	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc.	Service Order No. 823584 - Execution Date - 12/20/2017	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc.	Service Order No. 823588 - Execution Date - 12/20/2017	0	Yes
Cytera Comm. Canada, Inc.	Questrade, Inc.	Service Order Quote No. 824721 - Execution Date - 01/05/2020	0	Yes
Cytera Communications, LLC	Quick Solutions LLC	Letter of Authorization	0	Yes
Cytera Communications, LLC	Quiet Light Securities, LLC	Savvis Master Services Agreement - Execution Date - 05/08/2020	0	Yes
Cytera Communications, LLC	Quiet Light Securities, LLC	Savvis SLA Attachment - Colocation - Execution Date - 06/23/2020	0	Yes
Cytera Communications, LLC	Quiet Light Securities, LLC	Savvis SLA Attachment - Managed Hosting Services - Execution Date - 06/23/2020	0	Yes
Cytera Communications, LLC	Quiet Light Securities, LLC	Service Agreement - S629462	0	Yes
Cytera Communications, LLC	Quigo Technologies, Inc.	Service Agreement - S629116	0	Yes
Cytera Communications, LLC	QUINSTREET, INC	Service Agreement - S637983	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - CUS0058806	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 03/23/2020	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 03/26/2021	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 03/26/2021	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 05/02/2019	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 06/09/2021	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 06/09/2021	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 07/01/2019	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 07/01/2019	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 08/20/2018	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 08/23/2018	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 09/01/2021	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 10/24/2018	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Effective Date - 12/18/2018	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Execution Date - 04/26/2023	0	Yes
Cytera Communications, LLC	Quotient Technology Inc	Service Order - Execution Date - 04/27/2023	0	Yes
Cytera Communications, LLC	Quotient Technology Inc.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Quotient Technology Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Quotient Technology Inc.	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	Quotient Technology Inc.	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	Quotient Technology, Inc.	Service Order No. 813674 - Execution Date - 11/28/2017	0	Yes
Cytera Communications, LLC	Quotient, Inc.	Service Agreement - S629621	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Agreement - Non Master - Execution Date - 04/29/2013	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Order - Execution Date - 03/13/2013	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Savvis Master Services Agreement - Execution Date - 03/13/2020	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Savvis Service Level Attachment - Colocation Services Service Order - 03/13/2020	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Savvis Service Schedule - Execution Date - 03/13/2013	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 03/14/2020	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA - 03/14/2020	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Service Agreement - S630340	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Qwerty Concepts, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	QWEST COMMUNICATIONS CORP	Service Agreement - S637981	0	Yes
Cytera Communications, LLC	QWEST CORPORATION	Service Agreement - S638109	0	Yes
Cytera Communications, LLC	QWEST CORPORATION	Service Agreement - S638112	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis DotNet	Service Agreement - S638098	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis EMS	Service Agreement - S638096	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Innovation	Service Agreement - S638158	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis MFW	Service Agreement - S638149	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Network Access	Service Agreement - S638148	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Network Provider	Service Agreement - S638144	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Network Technology	Service Agreement - S638146	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Security	Service Agreement - S638147	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Stinson Infrastructure	Service Agreement - S638157	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis TeleData	Service Agreement - S638159	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Minneapolis Total Care	Service Agreement - S638145	0	Yes
Cytera Communications, LLC	Qwest Cyber Center - Security Desks	Service Agreement - S638131	0	Yes
Cytera Communications, LLC	QWEST DEDICATED WEB HOSTING	Service Agreement - S638023	0	Yes
Cytera Communications, LLC	QWEST GOVERNMENT SERVICES	Service Agreement - S638199	0	Yes
Cytera Communications, LLC	Qwest Government Services	Statement of Work - Execution Date - 06/23/2009	0	Yes
Cytera Communications, LLC	Qwest Government Services	Statement of Work - Execution Date - 07/02/2009	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	Radiant Global Logistics	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot 0		Yes
Cytera Communications, LLC	RADIANT GLOBAL LOGISTICS	Service Agreement - S633302	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Addendum - Execution Date - 03/20/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Amendment - Execution Date - 03/27/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Amendment - Execution Date - 04/18/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Amendment - Execution Date - 05/09/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Amendment - Execution Date - 09/26/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Amendment No. 12 to CenturyLink Total Advantage Agreeeme 0		Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Amendment No. 8 to CenturyLink Total Advantage Agreeem 0		Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Master Services Agreement - Execution Date - 03/13/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Order - Execution Date - 03/16/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Order - Execution Date - 04/17/2017	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Radiant Global Logistics, Inc.	Service Order - Effective Date - 03/12/2020	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - CUS0004705	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - CUS0004705	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - Effective Date - 08/12/2022	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - Effective Date - 08/12/2022	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - Effective Date - 09/20/2018	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - Effective Date - 09/20/2018	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	Radisson Hospitality, Inc	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	Radisson Hotels ApS Danmark	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Radisson Hotels ApS Danmark	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Radium AI	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	Radium AI	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	Radium AI	Service Agreement - SFO4-A	0	Yes
Cytera Communications Canada, ULC	Radium AI	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Radium AI	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - CUS0035841	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - CUS0037194	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - CUS0042053	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 03/09/2021	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 08/07/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 08/26/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 10/14/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 10/30/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 10/30/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 12/23/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 12/23/2020	0	Yes
Cytera Comm. Canada, Inc.	Radium AI	Service Order - Effective Date - 12/23/2020	0	Yes
Cytera Communications, LLC	Radius Global Solutions	Service Order - CUS0058581	0	Yes
Cytera Communications, LLC	Radius Global Solutions	Service Order - Effective Date - 08/26/2021	0	Yes
Cytera Communications, LLC	Radius Global Solutions	Service Order - Execution Date - 09/07/2022	0	Yes
Cytera Communications, LLC	Radius Global Solutions LLC	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Radius Global Solutions LLC	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	Radius Global Solutions LLC	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Radius Global Solutions LLC	Service Agreement - DFW1-B	0	Yes
Cytera Technologies, Inc	Rahi Systems, Inc.	INFLUENCER REGERRAL AGREEMENT	0	Yes
Cytera Data Centers, Inc	Rahi Systems, Inc.	RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	Rahr Malting	Agreement - Non Master - Execution Date - 04/30/2018	0	Yes
Cytera Communications, LLC	Rahr Malting	Amendment - Execution Date - 05/09/2017	0	Yes
Cytera Communications, LLC	Rahr Malting	Amendment - Execution Date - 06/04/2019	0	Yes
Cytera Communications, LLC	Rahr Malting	AMENDMENT NO. 1 TO CENTURYLINK TOTAL ADVANTAGE A 0		Yes
Cytera Communications, LLC	Rahr Malting	Amendment No. 1 to CenturyLink Total Advantage Express - / 0		Yes
Cytera Communications, LLC	Rahr Malting	Amendment No. 2 to CenturyLink Total Advantage Express A 0		Yes
Cytera Communications, LLC	Rahr Malting	Assignment of Colocation Services - Execution Date - 02/22/2 0		Yes
Cytera Communications, LLC	Rahr Malting	CenturyLink Total Advantage Express - Agreement - Summary 0		Yes
Cytera Communications, LLC	Rahr Malting	CenturyLink Total Advantage Express - Amendment - Summar 0		Yes
Cytera Communications, LLC	Rahr Malting	Order - Execution Date - 07/22/2019	0	Yes
Cytera Communications, LLC	RAHR MALTING	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	RAHR MALTING	Service Order - Effective Date - 07/30/2021	0	Yes
Cytera Communications, LLC	RAHR MALTING	Service Order - Effective Date - 07/30/2021	0	Yes
Cytera Communications, LLC	RAHR MALTING	Service Order - Effective Date - 08/11/2020	0	Yes
Cytera Communications, LLC	Rahr Malting	Service Order No. 305096 - Execution Date - 04/09/2014	0	Yes

[illegible]

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Rocket Software	Service Order - Effective Date - 08/14/2019	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order - Effective Date - 12/07/2018	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order - Execution Date - 09/06/2022	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order - Execution Date - 10/21/2022	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order - Execution Date - 11/08/2022	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order No. 803014 - Execution Date - 03/29/2017	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order No. 814885 - Execution Date - 08/14/2017	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order No. 817044 - Execution Date - 08/25/2017	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order No. 817464 - Execution Date - 08/31/2017	0	Yes
Cytera Communications, LLC	Rocket Software	Service Order No. 820611 - Execution Date - 10/16/2017	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Rockford Fosgate	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Letter of Disconnect - Execution Date - 05/30/2023	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Letter of Disconnect - Execution Date - 05/30/2023	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Service Order - Execution Date - 05/30/2023	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Service Order - Execution Date - 05/30/2023	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Service Order No. 396623 - Execution Date - 02/24/2015	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Service Order No. 513208	0	Yes
Cytera Communications, LLC	Rockford Fosgate	Service Order No. 518697 - Execution Date - 06/30/2015	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Addendum - Execution Date - 10/10/2014	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	CenturyLink Master Services Agreement - Execution Date - 10	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	CenturyLink Service Level Attachment - Colocation Services Sr	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	LOA - Effective Date - 07/08/2019	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Level Agreement	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Order - Effective Date - 07/08/2019	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Order No. 422276 - Execution Date - 01/08/2015	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Order No. 437163 - Execution Date - 02/06/2015	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Order No. 819259 - Execution Date - 09/26/2017	0	Yes
Cytera Communications, LLC	Rockland Federal Credit Union	Service Order No. 823339 - Execution Date - 12/21/2017	0	Yes
Cytera Communications Canada, ULC	Rodan Energy Solutions Inc.	IESO Capacity Auction Contributor Enrolment Agreement	0	Yes
Cytera Communications Canada, ULC	Rodan Energy Solutions Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications Canada, ULC	Rodan Energy Solutions Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications Canada, ULC	Rogers - Group of Companies	Service Agreement - 5629855	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communication Canada, Inc.	Service Order - Execution Date - 10/11/2022	0	Yes
Cytera Communications Canada, ULC	Rogers Communications Canada, Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Rogers Communications Canada, Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Rogers Communications Canada, Inc	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Canada, Inc	Service Order - CUS0053134	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Canada, Inc	Service Order - CUS0053134	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Canada, Inc	Service Order - Effective Date - 04/27/2021	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Canada, Inc	Service Order - Effective Date - 10/24/2018	0	Yes
Cytera Communications Canada, ULC	Rogers Communications Canada, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Addendum - Execution Date - 03/12/2013	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Addendum - Execution Date - 10/24/2012	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Amendment # 12 to Master Services Agreement Between Rog	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Amendment No.13 to Master Services Agreement - Execution	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Order - Execution Date - 08/29/2012	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Order - Execution Date - 11/25/2014	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Purchase Order 9001575487, 0	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Savvis Service Schedule - Execution Date - 02/20/2013	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Savvis SLA Attachment - Colocation - Execution Date - 10/24/	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Savvis SLA Attachment - Colocation/Internet Connection SLA -	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Savvis SLA Attachment - Utility Backup/Utility Backup Encrypt	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Schedule 5 - SLA-HOS1333035 Savvis Service Level Attacher	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Schedule 5 - SLA-HOS1333087 Savvis Service Level Attacher	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Schedule 5 - SLA-HOS1333088 Savvis SLA Attachment - Mana	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Schedule 5 - SLA-HOS1333091 Savvis Service Level Attacher	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Schedule 5 Savvis SLA Attachment - SLA: SLA-NET13330	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Schedule 8 Savvis Service Schedule - Execution Date - 03/12/	0	Yes
Cytera Communications Canada, ULC	Rogers Communications Partnership	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 252694 - Execution Date - 10/07/2013	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 263249 - Execution Date - 09/26/2013	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 265496 - Execution Date - 07/18/2013	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 283916 - Execution Date - 10/10/2013	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 295201 - Execution Date - 03/11/2014	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 298247 - Execution Date - 02/12/2014	0	Yes
Cytera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 303619 - Execution Date - 04/09/2014	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 305521 - Execution Date - 05/26/2014	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 319051 - Execution Date - 07/02/2014	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 365138 - Execution Date - 09/19/2014	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 392933 - Execution Date - 11/13/2014	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications Partnership	Service Order No. 418848 - Execution Date - 05/26/2015	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications Partnership	Service Schedule - Co-Located Services - Execution Date - 01/07/2015	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications, Inc.	Order - Execution Date - 02/23/2018	0	Yes
Cyxtera Comm. Canada, Inc.	Rogers Communications, Inc.	Service Order No. 815142 - Execution Date - 09/27/2017	0	Yes
Cyxtera Communications, LLC	ROI Tech Services	Order - Execution Date - 01/07/2015	0	Yes
Cyxtera Communications, LLC	ROI Tech Services	Qwest Total Advantage Agreement - Annual Assessment - Exe	0	Yes
Cyxtera Communications, LLC	ROI TECH SERVICES	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	ROSENDIN ELECTRIC INC	Purchase Order Number - 6044926	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Addendum - Execution Date - 08/02/2012	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Amendment - Execution Date - 04/16/2018	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Amendment - Execution Date - 05/25/2018	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Amendment - Execution Date - 05/25/2018	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Amendment - Execution Date - 06/08/2018	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Amendment - Execution Date - 07/11/2016	0	Yes
Cyxtera Communications, LLC	Ross Dress For Less	Assignment of Colocation Services - Execution Date - 02/22/2018	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	CenturyLink IQ Data Bundle Try - and - Buy Agreeemnet - Exe	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	CenturyLink Statement of Work for Ross Dress for Less Wirele	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Customer Notes - Execution Date - 07/07/2017	0	Yes
Cyxtera Communications, LLC	Ross Dress For Less	LOCAL TERMS OF SERVICE CENTURYLINK INTEGRATED SERVIC	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Order - Execution Date - 01/23/2013	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Agreement - IAD2-A	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Agreement - SFO3-A	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Order - Effective Date - 11/04/2021	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Order - Effective Date - 11/04/2021	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Order - Execution Date - 11/07/2022	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Order - Execution Date - 11/11/2022	0	Yes
Cyxtera Communications, LLC	Ross Dress for Less	Service Order No. 247483 - Execution Date - 01/25/2013	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Agreement - LAX3-B	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Order - CUS0007865	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Order - Effective Date - 01/18/2019	0	Yes
Cyxtera Communications, LLC	Roth Staffing Companies, L.P.	Service Order - Execution Date - 06/29/2011	0	Yes
Cyxtera Technologies, Inc	ROTM Consulting	INFLUENCER REGERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	Royal Bank of Canada/RBC	Service Agreement - S629885	0	Yes
Cyxtera Communications, LLC	ROYAL HEALTH CARE LLC	LOA - Effective Date - 07/18/2019	0	Yes
Cyxtera Communications, LLC	ROYAL HEALTH CARE LLC	Service Agreement - ABQ1-A	0	Yes
Cyxtera Communications, LLC	ROYAL HEALTH CARE LLC	Service Order - Effective Date - 06/20/2019	0	Yes
Cyxtera Communications, LLC	ROYAL HEALTH CARE LLC	Service Order - Effective Date - 07/18/2019	0	Yes
Cyxtera Communications, LLC	Royal Health Care of Long Island, LLC	Service Order No. 815734 - Execution Date - 08/04/2017	0	Yes
Cyxtera Communications, LLC	Royal Health Care, LLC	Service Order No. 820603 - Execution Date - 10/13/2017	0	Yes
Cyxtera Communications, LLC	RREEF CPIF 2425 Busse Road LLC	Standard Abbreviated Form of Agreement Between Owner ar	0	Yes
Cyxtera Communications, LLC	RREEF CPIF 2425 Busse Road, LLC	2425 Busse Road, Elk Grove Village - Building Lease	330,554	Yes
Cyxtera Technologies, LLC	RSM Hong Kong	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	RSP Architects	Service Agreement - PHX2-A	0	Yes
Cyxtera Communications, LLC	RSP Architects	Service Order - Effective Date - 02/16/2021	0	Yes
Cyxtera Communications, LLC	Rubin & Murphy Legacy Group	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Rubin & Murphy Legacy Group	Service Order - CUS0064683	0	Yes
Cyxtera Communications, LLC	Rubin & Murphy Legacy Group	Service Order - Effective Date - 06/10/2022	0	Yes
Cyxtera Communications, LLC	Rubin & Murphy Legacy Group	Service Order - Effective Date - 12/22/2021	0	Yes
Cyxtera Technologies, LLC	Rumpke Consolidated Companies Inc of Ohio	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Rumpke of Ohio Inc.	Addendum No.1 to Sales Order Agreement	0	Yes
Cyxtera Communications, LLC	Rumpke of Ohio Inc.	Sales Order Agreement	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 04/12/2013	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 04/27/2017	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 04/30/2010	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 05/16/2018	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 05/17/2010	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 06/28/2016	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 11/03/2011	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment - Execution Date - 11/27/2012	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment No. 1 to Qwest Total Advantage Agreement - Exi	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment No. 11 to CenturyLink Total Advantage Agreeeme	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment No. 12 to CenturyLink Total Advantage Agreeeme	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment No. 16 to CenturyLink Total Advantage or Centui	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment No. 18 to CenturyLink Total Advantage Agreeeme	0	Yes
Cyxtera Communications, LLC	Rush Administrative Services, Inc.	Amendment No. 4 to Qwest Total Advantage Agreement - Exi	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Master Services Agreement - Execution Date - 07/20/2016	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Order - Execution Date - 03/18/2019	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Order - Execution Date - 05/24/2018	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Order - Execution Date - 07/19/2016	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Order - Execution Date - 08/09/2016	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Order - Execution Date - 12/30/2017	0	Yes
Cytxera Communications Canada, ULC	Saint Elizabeth Health care	Service Agreement - YYZ2-A	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health care	Service Order - Effective Date - 08/09/2018	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Service Order No. 827207 - Execution Date - 03/19/2018	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Service Order No. 802162 - Execution Date - 02/16/2017	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Service Order No. 818194 - Execution Date - 09/12/2017	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Service Order No. 824214 - Execution Date - 01/05/2018	0	Yes
Cytxera Comm. Canada, Inc.	Saint Elizabeth Health Care	Service Order No. 827207 - Execution Date - 03/19/2018	0	Yes
Cytxera Technologies, Inc	Salesforce.com, Inc.	Order Form	0	Yes
Cytxera Management Inc	Salesloft	Salesloft Order Form	0	Yes
Cytxera Management Inc	Salesloft, Inc.	Master Subscription Agreement	0	Yes
Cytxera Management Inc	Salesloft, Inc.	Salesloft Order Form	0	Yes
Cytxera Communications Canada, ULC	Salida Capital LP	Service Agreement - S629863	0	Yes
Cytxera Communications, LLC	SALK INSTITUTE	Service Agreement - S638040	0	Yes
Cytxera Management, Inc.	Salles, Franco de Campos, Bruschini Advogad	Fees Proposal - Legal assistance regarding Brazilian Subsidiary	0	Yes
Cytxera Communications, LLC	San Diego Private Bank	Order - Execution Date - 03/19/2017	0	Yes
Cytxera Communications, LLC	SAN FERNANDO VALLEY CMHC	Service Agreement - LAX2-A	0	Yes
Cytxera Communications, LLC	San Fernando Valley Community Mental Hea	Service Order - Effective Date - 03/06/2019	0	Yes
Cytxera Communications, LLC	San Fernando Valley Community Mental Hea	Service Order - Effective Date - 03/20/2019	0	Yes
Cytxera Communications, LLC	San Fernando Valley Community Mental Hea	Service Order - Effective Date - 04/09/2019	0	Yes
Cytxera Communications, LLC	Sandata Technologies	Service Agreement - TPA1-A	0	Yes
Cytxera Communications, LLC	Sandata Technologies LLC	Service Order - Effective Date - 06/30/2021	0	Yes
Cytxera Communications, LLC	Sandata Technologies LLC	Service Order - Effective Date - 08/12/2019	0	Yes
Cytxera Communications, LLC	Sandata Technologies LLC	Service Order - Effective Date - 09/04/2019	0	Yes
Cytxera Communications, LLC	Sandler Partners, LLC	REFERRAL AGREEMENT	0	Yes
Cytxera Communications, LLC	Sandler Partners, LLC	REFERRAL AGREEMENT	0	Yes
Cytxera Communications, LLC	Sandoval County New Mexico	Service Agreement - ABQ1-B	0	Yes
Cytxera Communications, LLC	Sandoval County New Mexico	Service Order - CUS0009924	0	Yes
Cytxera Communications, LLC	Sandoval County New Mexico	Service Order - Effective Date - 03/10/2022	0	Yes
Cytxera Communications, LLC	SANTA FE COUNTY - NM	Service Agreement - ABQ1-A	0	Yes
Cytxera Communications, LLC	SANTA FE COUNTY - NM	Service Agreement - ABQ1-B	0	Yes
Cytxera Communications, LLC	SANTA FE COUNTY - NM	Service Order - Effective Date - 01/13/2020	0	Yes
Cytxera Communications, LLC	SANTA FE COUNTY - NM	Service Order - Effective Date - 11/09/2018	0	Yes
Cytxera Communications, LLC	Santa Fe County - NM	Service Order No. 491169 - Execution Date - 06/26/2015	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Letter of Disconnect - Execution Date - 11/23/2022	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Letter of Disconnect - Execution Date - 11/23/2022	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	LOA - Effective Date - 06/07/2021	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - CUS0004533	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - CUS0005133	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - CUS0005360	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - CUS0005360	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - CUS0055069	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 01/09/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 01/09/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 01/28/2020	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 05/20/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 05/20/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 06/07/2021	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 06/07/2021	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 09/05/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 09/10/2020	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 09/12/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 09/13/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/02/2020	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/04/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/04/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/09/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/09/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/16/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/16/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/30/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 10/30/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/04/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/04/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/07/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/07/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/12/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/12/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc (SAP America/Hybris)	Service Order - Effective Date - 12/14/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 04/01/2019	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 04/04/2016	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 04/23/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 05/30/2017	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 06/16/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 06/18/2018	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 07/17/2017	0	Yes
Cytxera Communications, LLC	SAP America, Inc.	Statement of Work - Effective Date - 12/22/2015	0	Yes
Cytxera Technologies, LLC	SAP Americas. Inc.	Order Form	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 01/09/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 01/09/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 01/17/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 03/24/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 04/24/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 05/17/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 05/17/2023	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 12/22/2022	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Execution Date - 12/23/2022	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	LOA - Effective Date - 08/30/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	LOA - Effective Date - 08/31/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	LOA - Effective Date - 12/12/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 01/01/2015	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 01/30/2015	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 05/15/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 05/30/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 08/29/2014	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 12/18/2014	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Order - Execution Date - 12/19/2014	0	Yes
Cytxera Communications Canada, ULC	SAP Canada, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytxera Communications Canada, ULC	SAP Canada, Inc.	Service Agreement - YYZ2-A	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0004755	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0004755	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0005889	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0011537	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0011545	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0014419	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0016494	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0016534	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018085	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018491	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018491	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018491	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018492	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018492	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018492	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0018917	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0019357	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0019620	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0023879	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0027351	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0037214	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0037217	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0045683	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0045684	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0048310	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0048611	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0050105	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0056460	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0056528	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0058755	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0058755	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - CUS0058755	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 01/29/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 01/30/2020	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 02/03/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 02/09/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 02/09/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 02/10/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 02/19/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 02/25/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 03/11/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 03/11/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 03/24/2021	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 04/09/2020	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 04/10/2019	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/04/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/04/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/09/2020	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/12/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/12/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/17/2019	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/31/2020	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order - Effective Date - 12/31/2020	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 315163 - Execution Date - 06/23/2014	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 336739 - Execution Date - 09/23/2014	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 365078	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 376330 - Execution Date - 10/27/2014	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 405303 - Execution Date - 12/18/2014	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 418861 - Execution Date - 01/28/2015	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 431570 - Execution Date - 02/23/2015	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 597655 - Execution Date - 12/07/2015	0	Yes
Cytxera Comm. Canada, Inc.	SAP Canada, Inc.	Service Order No. 597739 - Execution Date - 12/07/2015	0	Yes
Cytxera Communications, LLC	SAP National Security Services Inc.	Service Agreement - IAD3-A	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Order - Execution Date - 02/14/2019	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 02/15/2019	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 02/15/2019	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 06/12/2020	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 09/05/2018	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 10/01/2018	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 10/01/2018	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Effective Date - 12/11/2020	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc.	Service Order - Execution Date - 12/29/2022	0	Yes
Cytxera Communications, LLC	SAP National Security Services, Inc. (SAP NS2	Order - Execution Date - 09/27/2018	0	Yes
Cytxera Communications, LLC	Sara Computers	Addendum - Execution Date - 08/12/2013	0	Yes
Cytxera Communications, LLC	Sara Computers	Savvis Master Services Agreement - Execution Date - 08/12/2013	0	Yes
Cytxera Communications, LLC	Sara Computers	Service Agreement - EWR1-A	0	Yes
Cytxera Communications, LLC	Sara Computers	Service Order - Effective Date - 03/21/2019	0	Yes
Cytxera Communications, LLC	Sara Computers	Service Order - Effective Date - 04/02/2019	0	Yes
Cytxera Communications, LLC	Sara Computers	Service Order - Effective Date - 06/18/2019	0	Yes
Cytxera Communications, LLC	Sarcom, Inc.	QUOTE1186230-001.SignedImage	0	Yes
Cytxera Communications, LLC	Sarcom, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytxera Communications, LLC	Sarcom, Inc.	Savvis SLA Attachment - Application Transport Network - Exe	0	Yes
Cytxera Communications, LLC	Sarcom, Inc.	Service Agreement - S629469	0	Yes
Cytxera Communications, LLC	Sarcom, Inc.	Service Level Agreement	0	Yes
Cytxera Communications, LLC	SASCO INC	Service Agreement - TPA1-A	0	Yes
Cytxera Communications, LLC	Sasco, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2013	0	Yes
Cytxera Communications, LLC	SASCO, Inc.	Service Order No. 564956 - Execution Date - 12/14/2015	0	Yes
Cytxera Communications, LLC	SATMAP INC. DBA Afiniti	Service Agreement - SEA1-B	0	Yes
Cytxera Communications, LLC	Satmap, Inc. dba Afiniti	Amendment - Execution Date - 01/12/2018	0	Yes
Cytxera Communications, LLC	Satmap, Inc. dba Afiniti	Amendment - Execution Date - 09/28/2017	0	Yes
Cytxera Communications, LLC	Satmap, Inc. dba Afiniti	Order - Execution Date - 05/02/2018	0	Yes
Cytxera Communications, LLC	Satmap, Inc. dba Afiniti	Service Order No. 819133 - Execution Date - 10/11/2017	0	Yes
Cytxera Communications, LLC	Satori Seven Productions LLC DBA Share Wisdr	Service Agreement - SEA2-A	0	Yes
Cytxera Communications, LLC	Satori Seven Productions LLC DBA Share Wisdr	Service Order - Effective Date - 06/30/2022	0	Yes
Cytxera Communications, LLC	Satori Seven Productions LLC DBA Share Wisdr	Service Order - Execution Date - 12/29/2022	0	Yes
Cytxera Communications, LLC	Savigent - CTL Reseller	Service Order - Effective Date - 09/29/2020	0	Yes
Cytxera Communications, LLC	Savigent - CTL Reseller	Service Order - Effective Date - 10/15/2020	0	Yes
Cytxera Communications, LLC	Savigent - CTL Reseller	Service Order - Effective Date - 10/15/2020	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - BOS1-C	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - DEN1-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - DEN2-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - DFW1-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - EWR2-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - IAD1-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - IAD1-B	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - IAD1-C	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - IAD2-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - IAD2-B	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - IAD3-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - LAX2-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - LAX3-A	0	Yes
Cytxera Communications, LLC	Savvis Federal systems, Inc. (H904)	Service Agreement - ORD1-A	0	Yes
Cytxera Technologies, Inc	SBE Electrical Contracting, Inc.	Vendor agreement dated 07 / 14 / 2023	38,057	Yes
Cytxera Communications, LLC	SBI BITS Co, Ltd.	Service Level Agreement	0	Yes
Cytxera Communications, LLC	SBI Japannext, Co., Ltd.	Savvis Master Services Agreement - Execution Date - 04/23/2013	0	Yes
Cytxera Communications, LLC	SBI Japannext, Co., Ltd.	Savvis Service Schedule - Execution Date - 04/23/2013	0	Yes
Cytxera Management Inc	SCA TRANSACTION SERVICES	Engagement / Professional Retention Letter	0	Yes
Cytxera Communications, LLC	Scan Group	Master Services Agreement	0	Yes
Cytxera Communications, LLC	SCAN GROUP	Service Order - Effective Date - 04/06/2021	0	Yes
Cytxera Communications, LLC	SCAN GROUP	Service Order - Effective Date - 04/26/2021	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	SFM Mutual Insurance, Co.	Amendment - Execution Date - 02/22/2016	0	Yes
Cyxtera Communications, LLC	Sfm Mutual Insurance, Co.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cyxtera Communications, LLC	SFM Mutual Insurance, Co.	CenturyLink Total Advantage Express - Amendment - Summai	0	Yes
Cyxtera Communications, LLC	SFM Mutual Insurance, Co.	Order - Execution Date - 01/03/2018	0	Yes
Cyxtera Communications, LLC	SFM Mutual Insurance, Co.	Order - Execution Date - 02/22/2016	0	Yes
Cyxtera Communications, LLC	SFO2 COLO	Service Agreement - SFO2-A	0	Yes
Cyxtera Communications, LLC	SFO2 COLO	Service Order - CUS0029635	0	Yes
Cyxtera Communications, LLC	SFO2 COLO	Service Order - Effective Date - 01/15/2021	0	Yes
Cyxtera Communications, LLC	SFO2 COLO	Service Order - Effective Date - 02/17/2021	0	Yes
Cyxtera Communications, LLC	SFO2 COLO	Service Order - Effective Date - 07/22/2020	0	Yes
Cyxtera Communications, LLC	SFO2 COLO	Service Order - Effective Date - 08/02/2018	0	Yes
Cyxtera Data Centers, Inc	SGS North America	Addendum for Certification Contracts Under SAS Accreditation	0	Yes
Cyxtera Communications, LLC	SGS North America Inc.	Master Services Agreement	0	Yes
Cyxtera Technologies, LLC	SGS North America Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Data Centers, Inc	SGS North America, Inc.	Amendment No.1 to Master Services Agreement Dated 4/21/20	0	Yes
Cyxtera Data Centers, Inc	SGS North America, Inc.	Contract Offer	0	Yes
Cyxtera Data Centers, Inc	SGS North America, Inc.	Contract Offer	0	Yes
Cyxtera Data Centers, Inc	SGS Société Générale de Surveillance SA	Addendum for Certification Contracts Under SAS Accreditation	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	LOA - Effective Date - 03/04/2022	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	LOA - Effective Date - 09/24/2020	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Order - Execution Date - 05/04/2018	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Order - Execution Date - 05/31/2017	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - CUS0003308	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - CUS0040428	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - CUS0054877	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 02/05/2019	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 03/04/2022	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 05/28/2021	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 08/04/2018	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 09/24/2018	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 09/24/2020	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 09/24/2020	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 10/04/2018	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order - Effective Date - 10/04/2018	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order No. 815465 - Execution Date - 08/11/2017	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order No. 829184 - Execution Date - 03/20/2018	0	Yes
Cyxtera Communications, LLC	Shadow Financial Systems, Inc.	Service Order No. 829778 - Execution Date - 03/28/2018	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Agreement - PHX1-C	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - CUS0010942	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - Effective Date - 01/03/2020	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - Effective Date - 03/26/2019	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - Effective Date - 06/10/2019	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - Effective Date - 08/22/2019	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - Effective Date - 12/13/2018	0	Yes
Cyxtera Communications, LLC	SHAMROCK FOODS COMPANY	Service Order - Effective Date - 12/13/2019	0	Yes
Cyxtera Communications, LLC	Shamrock Foods, Co.	Service Order No. 0-03444-1 - Execution Date - 03/25/2019	0	Yes
Cyxtera Communications, LLC	Shane Co.	SAVVIS Communication Corporation First Amendment to the	0	Yes
Cyxtera Communications, LLC	Shane Co.	Service Agreement - S629937	0	Yes
Cyxtera Communications, LLC	Sharp Shooter Imaging	Order - Execution Date - 09/10/2013	0	Yes
Cyxtera Communications, LLC	Sharp Shooter Imaging	Service Agreement - S630408	0	Yes
Cyxtera Communications, LLC	Shaw Business US Inc.	Service Order - Effective Date - 07/15/2021	0	Yes
Cyxtera Communications, LLC	Shaw Business US Inc.	Service Order - Effective Date - 09/23/2019	0	Yes
Cyxtera Communications, LLC	Shaw Contract Flooring Services, Inc., dba Spe	Assignment and Amendment Agreement	0	Yes
Cyxtera Technologies, LLC	Shaw Contract Flooring Services, Inc., dba Spe	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Shaw Telecom G.P.	Service Order - Effective Date - 02/01/2019	0	Yes
Cyxtera Comm. Canada, Inc.	Shaw Telecom G.P.	Service Order - Execution Date - 01/11/2023	0	Yes
Cyxtera Comm. Canada, Inc.	Shaw Telecom G.P.	Service Order - Execution Date - 12/05/2022	0	Yes
Cyxtera Communications, LLC	Sheet Metal Workers' National Pension Fund	Service Agreement - IAD1-C	0	Yes
Cyxtera Communications, LLC	Sheet Metal Workers' National Pension Fund	Service Order - Effective Date - 01/19/2022	0	Yes
Cyxtera Communications, LLC	Sheet Metal Workers' National Pension Fund	Service Order - Effective Date - 03/21/2022	0	Yes
Cyxtera Communications, LLC	Sheet Metal Workers' National Pension Fund	Service Order No. 285745 - Execution Date - 10/28/2013	0	Yes
Cyxtera Technologies, Inc	Shell Energy	Confirmation Sheet	0	Yes
Cyxtera Technologies, Inc	Shell Energy	Transaction Confirmation #2	0	Yes
Cyxtera Technologies, Inc	SHELL ENERGY SOLUTIONS	Confirmation Sheet	0	Yes
Cyxtera Technologies, Inc	SHELL ENERGY SOLUTIONS	TRANSACTION CONFIRMATION #2	0	Yes
Cyxtera Technologies, LLC	Shieldworks	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Shive-Hattery, Inc	Service Agreement - MSP1-A	0	Yes
Cyxtera Communications, LLC	Shive-Hattery, Inc.	Service Order No. 824648 - Execution Date - 12/21/2017	0	Yes
Cyxtera Communications, LLC	Shook Hardy Bacon, LLP	Engagement Letter	300	Yes
Cyxtera Communications, LLC	Shoretel, Inc.	Service Agreement - S628861	0	Yes
Cyxtera Comm. Canada, Inc.	Showcare Event Solutions	Cyxtera Master Services Agreement - Execution Date - 11/26/20	0	Yes
Cyxtera Comm. Canada, Inc.	Showcare Event Solutions	Cyxtera Service Schedule - Execution Date - 11/26/2017	0	Yes
Cyxtera Comm. Canada, Inc.	Showcare Event Solutions	Master Services Agreement	0	Yes
Cyxtera Communications Canada, ULC	Showcare Event Solutions	Service Agreement - YY22-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Comm. Canada, Inc.	Showcare Event Solutions	Service Level Agreement	0	Yes
Cytxera Comm. Canada, Inc.	Showcare Event Solutions	Service Order - Execution Date - 11/24/2017	0	Yes
Cytxera Comm. Canada, Inc.	Showcare Event Solutions	Service Order No. 824566 - Execution Date - 01/03/2018	0	Yes
Cytxera Communications, LLC	Shutterfly, LLC	Service Agreement - YY22-A	0	Yes
Cytxera Communications, LLC	Shutterfly, LLC	Service Order - Effective Date - 08/17/2020	0	Yes
Cytxera Communications, LLC	Shutterfly, LLC	Service Order - Effective Date - 08/26/2021	0	Yes
Cytxera Communications, LLC	Shutterfly, LLC	Service Order - Effective Date - 10/02/2020	0	Yes
Cytxera Communications, LLC	Shutterfly, LLC	Service Order - Execution Date - 10/14/2022	0	Yes
Cytxera Management Inc	Shuttleworth & Ingersoll PLC	Engagement Letter	0	Yes
Cytxera Communications, LLC	Sid Lee USA	Service Agreement - LAX1-A	0	Yes
Cytxera Communications, LLC	Sid Lee USA	Service Order - Effective Date - 06/15/2022	0	Yes
Cytxera Communications, LLC	Sid Lee USA	Service Order - Effective Date - 06/16/2021	0	Yes
Cytxera Communications, LLC	Sid Lee USA	Service Order - Effective Date - 08/19/2021	0	Yes
Cytxera Communications, LLC	Sid Lee USA	Service Order - Effective Date - 09/24/2021	0	Yes
Cytxera Data Centers, Inc	Sidepath Global	RESELLER AGREEMENT	0	Yes
Cytxera Communications, LLC	Sidera Networks LLC	Service Agreement - ORD2-A	0	Yes
Cytxera Communications, LLC	Sidera Networks, LLC	Order - Execution Date - 06/06/2017	0	Yes
Cytxera Communications, LLC	Siemens Industry Inc.	Purchase Order Number - 6034675	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Agreement - Non Master - Execution Date - 02/05/2016	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Agreement - Non Master - Execution Date - 03/24/2015	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Agreement - Non Master - Execution Date - 04/17/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Agreement - Non Master - Execution Date - 05/02/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Agreement - Non Master - Execution Date - 06/04/2015	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 01/10/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 01/26/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 01/31/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 02/02/2016	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 02/06/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 02/23/2016	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 04/17/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 04/19/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 04/28/2016	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 04/30/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/01/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/01/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/03/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/03/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/08/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/08/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 05/26/2016	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 11/07/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 12/06/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 12/06/2017	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment - Execution Date - 12/12/2016	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment No. 1 to CenturyLink Total Advantage Agreements	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment No. 3 to Centurylink Total Advantage Agreements	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Amendment No.2 to CenturyLink Total Advantage Agreements	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Assignment of Colocation Services - Execution Date - 02/22/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	CenturyLink Entrance Facilities Addendum - Execution Date - 02/22/2018	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	CenturyLink Total Advantage Non-Standard Pricing Change Order	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Letter of Disconnect - Execution Date - 10/06/2022	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals	0	Yes
Cytxera Communications, LLC	Sierra Trading Post	Non-Standard Pricing Change Order (PCO) to CenturyLink Totals		

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Skybitz Inc.	Service Order - Effective Date - 08/06/2021	0	Yes
Cytera Communications, LLC	Skybitz Inc.	Service Order - Execution Date - 01/10/2012	0	Yes
Cytera Communications, LLC	Skyscanner PTE Ltd	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Communications, LLC	Skytap	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	Skytap	Host Waiver Agreement - VISTARA - Execution Date - 12/19/20	0	Yes
Cytera Communications, LLC	Skytap	LOA - Effective Date - 06/16/2021	0	Yes
Cytera Communications, LLC	Skytap	LOA - Effective Date - 06/23/2021	0	Yes
Cytera Communications, LLC	Skytap	Order - Execution Date - 04/19/2017	0	Yes
Cytera Communications, LLC	Skytap	Savvis Master Services Agreement - Execution Date - 09/14/20	0	Yes
Cytera Communications, LLC	Skytap	Savvis Service Schedule - Execution Date - 07/23/2009	0	Yes
Cytera Communications, LLC	Skytap	Savvis SLA Attachment - Colocation - Execution Date - 07/17/	0	Yes
Cytera Communications, LLC	Skytap	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	Skytap	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Skytap	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cytera Communications, LLC	Skytap	SAVVIS SLA Attachment-Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Skytap	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	Skytap	Service Level Agreement	0	Yes
Cytera Communications, LLC	Skytap	Service Level Agreement	0	Yes
Cytera Communications, LLC	Skytap	Service Order - CUS0006762	0	Yes
Cytera Communications, LLC	Skytap	Service Order - CUS0006762	0	Yes
Cytera Communications, LLC	Skytap	Service Order - CUS0006762	0	Yes
Cytera Communications, LLC	Skytap	Service Order - CUS0006763	0	Yes
Cytera Communications, LLC	Skytap	Service Order - CUS0055617	0	Yes
Cytera Communications, LLC	Skytap	Service Order - CUS0056126	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 03/14/2022	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 06/16/2021	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 06/23/2021	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 07/28/2021	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 08/05/2021	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 10/09/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 10/11/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 10/11/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 11/20/2020	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 11/20/2020	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 11/26/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 12/19/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Effective Date - 12/19/2018	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 02/15/2023	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 02/24/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 03/12/2010	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 03/12/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 03/12/2012	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 03/30/2023	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 04/08/2012	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 06/27/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 07/17/2012	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 07/23/2009	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 07/25/2012	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 09/27/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 10/10/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 11/01/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 11/21/2011	0	Yes
Cytera Communications, LLC	Skytap	Service Order - Execution Date - 12/28/2017	0	Yes
Cytera Communications, LLC	Skytap	Service Order No. 824430 - Execution Date - 12/20/2017	0	Yes
Cytera Communications, LLC	Skytap	Service Order No. 92787 - Execution Date - 08/21/2012	0	Yes
Cytera Communications, LLC	Skytap	Statement of Work	0	Yes
Cytera Communications, LLC	SL Harborside Owner 2 & 3, LLC; Harborside O	210 Hudson Street, Jersey City - Agreement of Lease	140,689	Yes
Cytera Communications Canada, ULC	Sleeman Breweries Ltd.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - CUS0007732	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - CUS0007760	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 01/25/2019	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 02/15/2019	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 06/25/2020	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 07/07/2020	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 10/09/2020	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 10/22/2021	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Effective Date - 10/22/2021	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Execution Date - 01/31/2023	0	Yes
Cytera Communications, LLC	Sleep Number Corporation	Service Order - Execution Date - 01/31/2023	0	Yes
Cytera Data Centers, Inc	Slough Trading Estate Limited	Lease guarantee for 630 Ajax Avenue, Slough - Lease	0	Yes
Cytera Data Centers, Inc	Slough Trading Estate Limited	Lease guarantee for 631 Ajax Avenue, Slough - Lease	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Agreement - Non Master - Execution Date - 08/15/2008	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 03/03/2010	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 05/28/2009	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 06/18/2013	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 10/23/2008	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 11/04/2008	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 11/17/2010	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment - Execution Date - 12/09/2011	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 12 to CenturyLink Total Advantage Agreeeme	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 13 to CenturyLink Total Advantage Agreeeme	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 13 to CenturyLink Total Advantage Agreeeme	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	AMENDMENT NO. 15 TO CENTURYLINK TOTAL ADVANTAGE /	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 4 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 5 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 6 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 8 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Amendment No. 9 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	CENTURYLINK LINE VOLUME PLAN ACKNOWLEDGMENT FOR	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Letter of Disconnect - Execution Date - 09/28/2022	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Order - Execution Date - 03/15/2017	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Qwest Total Advantage Agreement - Monthly Assessment - E	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Order - Effective Date - 02/28/2019	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Order - Execution Date - 09/28/2022	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Order - Execution Date - 12/18/2018	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Order - Execution Date - 12/18/2018	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Order No. 467349 - Execution Date - 04/09/2015	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Service Order No. 806563 - Execution Date - 04/25/2017	0	Yes
Cytera Communications, LLC	Slumberland, Inc.	Statement of Work for Slumberland, Inc. - Execution Date - 0	0	Yes
Cytera Technologies, Inc	Small Studio, LLC	Amendment No. 2 to the Independent Consulting Agreement	0	Yes
Cytera Technologies, LLC	Small Studio, LLC	Amendment No. 3 to the Independent Consulting Agreement	0	Yes
Cytera Communications, LLC	Smart Edge	Cytera Master Services Agreement - Execution Date - 11/19/	0	Yes
Cytera Communications, LLC	Smart Edge	Letter of Disconnect - Execution Date - 11/22/2022	0	Yes
Cytera Communications, LLC	Smart Edge	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Smart Edge	Service Order - Effective Date - 11/19/2018	0	Yes
Cytera Communications, LLC	Smart Edge	Service Order - Execution Date - 11/22/2022	0	Yes
Cytera Communications, LLC	Smart Edge	Service Order No. Q-03220-1 - Execution Date - 11/16/2018	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 01/04/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 01/04/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 01/21/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 02/26/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 03/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 03/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 03/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 05/09/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 07/31/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 08/29/2013	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Order - Execution Date - 12/21/2018	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Savvis Master Services Agreement - Execution Date - 07/30/2	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Savvis Service Schedule - Execution Date - 07/30/2013	0	Yes
Cytera Communications Canada, ULC	Smart Solution	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - CUS0011801	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - CUS0011801	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - CUS0011801	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - Effective Date - 03/28/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - Effective Date - 04/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - Effective Date - 04/15/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - Effective Date - 08/01/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order - Effective Date - 08/01/2019	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order No. 265969 - Execution Date - 07/30/2013	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order No. 299582 - Execution Date - 06/04/2014	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order No. 401697 - Execution Date - 11/25/2014	0	Yes
Cytera Comm. Canada, Inc.	Smart Solution	Service Order No. 413329 - Execution Date - 12/18/2014	0	Yes
Cytera Communications Canada, ULC	Smartechn Consulting Inc.	Service Agreement - S631170	0	Yes
Cytera Communications, LLC	Smartleaf, Inc.	Savvis Hosting Service Schedule - Execution Date - 12/27/200	0	Yes
Cytera Communications, LLC	Smartleaf, Inc.	Savvis Master Services Agreement - Execution Date - 12/27/2	0	Yes
Cytera Communications, LLC	Smartleaf, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 12/27/	0	Yes
Cytera Communications, LLC	Smartleaf, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Smartleaf, Inc.	Service Order No. 755790 - Execution Date - 09/20/2016	0	Yes
Cytera Communications, LLC	Smartleaf, Inc.	Smartleaf, Inc. Master Services Agreement Amendment - Exe	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink Master Services Agreement - Execution Date - 01	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	smartTrade Technologies	CenturyLink Master Services Agreement Amendment - Execu	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink Master Services Agreement Amendment - Execu	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink Service Level Attachment - Colocation Services S	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink Service Schedule - Execution Date - 01/05/2015	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink Service Schedule - Execution Date - 08/22/2014	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink SLA Attachment - Managed Hosting Services - E	0	Yes
Cytera Communications, LLC	smartTrade Technologies	CenturyLink SLA Attachment - Application Transport Network	0	Yes
Cytera Communications, LLC	smartTrade Technologies	Letter of Disconnect - Execution Date - 10/05/2022	0	Yes
Cytera Communications, LLC	smartTrade Technologies	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	smartTrade Technologies	Service Level Agreement	0	Yes
Cytera Communications, LLC	smartTrade Technologies	Service Order - Execution Date - 09/29/2022	0	Yes
Cytera Communications, LLC	smartTrade Technologies	Service Order - Execution Date - 10/05/2022	0	Yes
Cytera Communications, LLC	SMB Suite	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	SMB Suite	Service Order - Effective Date - 06/28/2019	0	Yes
Cytera Communications, LLC	Smile Brands Inc.	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Smith Micro Software Inc	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	Smith Micro Software Inc	Service Order - Effective Date - 08/16/2018	0	Yes
Cytera Communications, LLC	Smith Micro Software Inc	Service Order - Effective Date - 11/08/2018	0	Yes
Cytera Communications, LLC	Smith Micro Software, Inc.	Service Order No. 806574 - Execution Date - 03/29/2017	0	Yes
Cytera Communications, LLC	Smith Micro Software, Inc.	Service Order No. 806699 - Execution Date - 04/05/2017	0	Yes
Cytera Technologies, LLC	SML Enterprises, Inc. DBA Data Clean	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	SML Enterprises, Inc. DBA Data Clean	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	Snell & Wilmer L.L.P.	Service Agreement - PHX10-A	0	Yes
Cytera Communications, LLC	Snell & Wilmer L.L.P.	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Snell & Wilmer L.L.P.	Service Agreement - S639473	0	Yes
Cytera Communications, LLC	Snell & Wilmer L.L.P.	Service Order - Effective Date - 08/11/2021	0	Yes
Cytera Communications, LLC	Snell & Wilmer L.L.P.	Service Order - Effective Date - 09/01/2021	0	Yes
Cytera Communications, LLC	Snell & Wilmer L.L.P.	Service Order - Effective Date - 09/13/2021	0	Yes
Cytera Communications, LLC	Sni Companies	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	SNI Companies	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AGREEMENT - S	0	Yes
Cytera Communications, LLC	SNI Companies	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	SNI COMPANIES	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	SNI COMPANIES	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	SNI Companies	Service Order - CUS0005895	0	Yes
Cytera Communications, LLC	SNI Companies	Service Order - Effective Date - 01/21/2019	0	Yes
Cytera Communications, LLC	SNI Companies	Service Order - Effective Date - 11/06/2018	0	Yes
Cytera Communications, LLC	SNI Companies	Service Order No. 299741 - Execution Date - 03/10/2014	0	Yes
Cytera Communications Canada, ULC	Society of Composers, Authors and Music Pub	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	Society of Composers, Authors and Music Pub	Service Order - Execution Date - 12/15/2022	0	Yes
Cytera Communications, LLC	Socrata	Service Agreement - S629703	0	Yes
Cytera Communications, LLC	Softcat	MASTER RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	Softcat - Reseller	Service Order - Execution Date - 05/19/2023	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	723629_CUS0018328_Q-23430__dup70_Q-23430 Softcat-Te	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Agreement - LHR1-A	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Agreement - LHR1-B	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Order - Effective Date - 05/17/2022	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Order - Effective Date - 05/28/2021	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Order - Effective Date - 10/30/2019	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Order - Effective Date - 10/30/2019	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Order - Effective Date - 10/30/2019	0	Yes
Cytera Communications, LLC	Softcat Rebiller -Tevalis	Service Order - Effective Date - 12/14/2021	0	Yes
Cytera Communications, LLC	Softscript Inc.	Service Order - Effective Date - 09/19/2018	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	SoftScript, Inc.	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Softscript, Inc.	CenturyLink Total Advantage Express - Amendment - Summa	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Dedicated Hosting Services Order Form - Execution Date - 03/	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Dedicated Hosting Services Order Form - Execution Date - 03/	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Qwest Total Advantage Agreement - Monthly Assessment - E	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Savvis Master Services Agreement - Execution Date - 02/21/2	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Savvis Service Schedule - Execution Date - 02/21/2013	0	Yes
Cytera Communications, LLC	SOFTSCRIPT, INC.	Service Agreement - LAX2-A	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Service Order No. 480658 - Execution Date - 04/29/2015	0	Yes
Cytera Communications, LLC	Softscript, Inc.	Service Order No. 580345 - Execution Date - 10/16/2015	0	Yes
Cytera Communications, LLC	Softworld, Inc.	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	Softworld, Inc.	Service Order - CUS0052580	0	Yes
Cytera Communications, LLC	Softworld, Inc.	Service Order - Effective Date - 04/16/2021	0	Yes
Cytera Communications Canada, ULC	Solis Healthcare Solutions Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Solis Healthcare Solutions, Inc.	Order - Execution Date - 03/08/2016	0	Yes
Cytera Communications, LLC	Solis Healthcare Solutions, Inc.	Other - Execution Date - 04/05/2017	0	Yes
Cytera Communications, LLC	Solomon Smith Barney Inc.	Service Agreement - S629050	0	Yes
Cytera Communications, LLC	Solomon Smith Barney Inc.	Service Order - CUS0048651	0	Yes
Cytera Communications, LLC	Solomon Smith Barney Inc.	Service Order - CUS0048676	0	Yes
Cytera Communications, LLC	Solomon Smith Barney Inc.	Service Order - Effective Date - 07/08/2019	0	Yes
Cytera Communications, LLC	Solytics LLC	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Solytics LLC	Service Order - Execution Date - 03/31/2023	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Communications, LLC	Solytics LLC	Service Order - Execution Date - 05/15/2023	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Letter of Disconnect - Execution Date - 11/15/2022	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Letter of Disconnect - Execution Date - 11/15/2022	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Service Agreement - MSP1-A	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Service Agreement - MSP1-B	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Service Order - Effective Date - 06/08/2020	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Service Order - Effective Date - 06/08/2021	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Service Order - Execution Date - 11/15/2022	0	Yes
Cytxera Communications, LLC	Sonifi Solutions, Inc	Service Order - Execution Date - 11/15/2022	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Agreement - DFW1-B	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Agreement - DFW1-C	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - CUS0005177	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - CUS0015432	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - CUS0015538	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - CUS0017056	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - CUS0020994	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - CUS0020994	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 01/30/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 01/30/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 02/06/2020	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 02/27/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 05/27/2021	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 07/06/2021	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 07/10/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 07/24/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 07/29/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 08/01/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 09/20/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 10/05/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Effective Date - 12/17/2019	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics LLC	Service Order - Execution Date - 05/01/2023	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 01/19/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 02/08/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 02/10/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 04/18/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 05/24/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 06/04/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 06/05/2018	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Order - Execution Date - 07/17/2017	0	Yes
Cytxera Communications, LLC	Source Healthcare Analytics, LLC	Service Order No. 817985 - Execution Date - 11/06/2017	0	Yes
Cytxera Communications, LLC	SOURCEFIRE INC	Service Agreement - S638107	0	Yes
Cytxera Communications, LLC	Southwest Generation Operating, Co., LLC	Service Order - Execution Date - 11/27/2017	0	Yes
Cytxera Technologies, Inc	Southwire Company, LLC	Vendor agreement dated 08 / 01 / 2023	673,898	Yes
Cytxera Communications Canada, ULC	SP Managed Services	Service Agreement - YY21-A	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services	Service Order - Execution Date - 02/01/2011	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services Inc.	Service Order - Effective Date - 03/13/2019	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services Inc.	Service Order - Effective Date - 03/13/2019	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services Inc.	Service Order - Effective Date - 06/14/2022	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services Inc.	Service Order - Effective Date - 06/28/2019	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services Inc.	Service Order - Effective Date - 06/28/2019	0	Yes
Cytxera Comm. Canada, Inc.	SP Managed Services Inc.	Service Order - Execution Date - 09/09/2022	0	Yes
Cytxera Federal Group, Inc	Space Ground System Solutions, Inc.	Service Agreement - IAD3-A	0	Yes
Cytxera Federal Group Inc	Space Ground System Solutions, Inc.	Service Order - Effective Date - 05/16/2022	0	Yes
Cytxera Federal Group Inc	Space Ground System Solutions, Inc.	Service Order - Effective Date - 05/17/2022	0	Yes
Cytxera Federal Group Inc	Space Ground System Solutions, Inc.	Service Order - Effective Date - 06/10/2022	0	Yes
Cytxera Federal Group Inc	Space Ground System Solutions, Inc.	Service Order - Effective Date - 06/10/2022	0	Yes
Cytxera Communications, LLC	Sparton Corporation	LOA - Effective Date - 12/14/2020	0	Yes
Cytxera Communications, LLC	SPARTON CORPORATION	Service Agreement - ORD2-A	0	Yes
Cytxera Communications, LLC	SPARTON CORPORATION	Service Level Agreement	0	Yes
Cytxera Communications, LLC	Sparton Corporation	Service Order - Effective Date - 04/12/2021	0	Yes
Cytxera Communications, LLC	Sparton Corporation	Service Order - Effective Date - 06/30/2021	0	Yes
Cytxera Communications, LLC	Sparton Corporation	Service Order - Effective Date - 07/23/2018	0	Yes
Cytxera Communications, LLC	Sparton Corporation	Service Order - Effective Date - 12/07/2020	0	Yes
Cytxera Communications, LLC	Sparton Corporation	Service Order - Effective Date - 12/14/2020	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Agreement - ORD2-A	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Agreement - SFO2-B	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Order - Effective Date - 02/26/2021	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Order - Effective Date - 04/12/2021	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Order - Effective Date - 06/02/2022	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Order - Effective Date - 06/24/2021	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Order - Effective Date - 08/16/2021	0	Yes
Cytxera Communications, LLC	Spartronics, LLC	Service Order - Effective Date - 12/10/2021	0	Yes
Cytxera Communications, LLC	Specialized	Service Agreement - PHX1-A	0	Yes
Cytxera Communications, LLC	Specialized	Service Order - Effective Date - 10/31/2019	0	Yes
Cytxera Communications, LLC	Spectra Contract Flooring	Procurement Standard Terms and Conditions	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Communications, LLC	State of AZ- Department of Water	Service Order - CUS0021996	0	Yes
Cytxera Communications, LLC	State of AZ- Department of Water	Service Order - Effective Date - 03/04/2020	0	Yes
Cytxera Communications, LLC	State of Colorado-DOT	Service Agreement - S630631	0	Yes
Cytxera Communications, LLC	State of New York	Amendment No. 2 to MSA - Execution Date - 06/14/2021	0	Yes
Cytxera Communications, LLC	State of New York	Service Agreement - EWR2-C	0	Yes
Cytxera Communications, LLC	State of New York	Service Order - CUS0071464	0	Yes
Cytxera Communications, LLC	State of New York	Service Order - Effective Date - 02/13/2019	0	Yes
Cytxera Communications, LLC	State of New York	Service Order - Effective Date - 08/09/2021	0	Yes
Cytxera Communications, LLC	State of New York	Service Order - Effective Date - 09/01/2020	0	Yes
Cytxera Communications, LLC	State of New York	Service Order - Effective Date - 09/01/2020	0	Yes
Cytxera Communications, LLC	State Of Nm Aoda	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytxera Communications, LLC	State of NM Aoda	Savvis Master Services Agreement - Execution Date - 02/09/20	0	Yes
Cytxera Communications, LLC	State of NM AODA	Savvis Service Schedule - Execution Date - 02/09/2013	0	Yes
Cytxera Communications, LLC	STATE OF NM AODA	Service Agreement - ABQ1-A	0	Yes
Cytxera Communications, LLC	STATE OF NM AODA	Service Order - Effective Date - 10/20/2021	0	Yes
Cytxera Communications, LLC	STATE OF NM AODA	Service Order - Execution Date - 09/07/2022	0	Yes
Cytxera Communications, LLC	STATE OF NM AODA	Service Order - Execution Date - 09/07/2022	0	Yes
Cytxera Communications, LLC	STATE OF NM AODA	Service Order - Execution Date - 10/11/2022	0	Yes
Cytxera Communications, LLC	State of NM AODA	Service Order No. 388395 - Execution Date - 11/03/2014	0	Yes
Cytxera Communications, LLC	State of NM AODA	Service Order No. 422058 - Execution Date - 01/29/2015	0	Yes
Cytxera Communications, LLC	STATE OF TEXAS - HHSC Facilities Managemen	Service Agreement - DEN1-A	0	Yes
Cytxera Communications, LLC	STATE OF TEXAS - HHSC Facilities Managemen	Service Agreement - ORD2-A	0	Yes
Cytxera Communications, LLC	State Street Bank - Global Link	Service Agreement - S629261	0	Yes
Cytxera Communications, LLC	Statebridge Company, LLC	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytxera Communications, LLC	STATEBRIDGE COMPANY, LLC	Service Agreement - DEN1-A	0	Yes
Cytxera Communications, LLC	STATEBRIDGE COMPANY, LLC	Service Order - Effective Date - 02/03/2022	0	Yes
Cytxera Communications, LLC	Statebridge Company, LLC	Service Order No. 769378 - Execution Date - 10/04/2016	0	Yes
Cytxera Communications, LLC	STC, Inc DBA Safety Training & Consultin	LOA - Effective Date - 03/24/2020	0	Yes
Cytxera Communications, LLC	STC, Inc DBA Safety Training & Consultin	Service Agreement - TPA1-A	0	Yes
Cytxera Communications, LLC	STC, Inc DBA Safety Training & Consultin	Service Order - Effective Date - 03/24/2020	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff	Service Agreement - TPA1-A	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	LOA - Effective Date - 09/25/2020	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	Service Order - Effective Date - 04/12/2022	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	Service Order - Effective Date - 08/20/2020	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	Service Order - Effective Date - 08/20/2020	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	Service Order - Effective Date - 09/25/2020	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	Service Order - Effective Date - 10/01/2020	0	Yes
Cytxera Communications, LLC	Stearns Weaver Miller Weissler Alhadeff & Sit	Service Order - Effective Date - 11/23/2020	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty Company	Amendment to Hosting Services - Execution Date - 11/09/2010	0	Yes
Cytxera Communications Canada, ULC	Stewart Title Guaranty Company	Service Agreement - YYZ1-A	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty Company	Service Level Agreement	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty Company	Service Level Agreement	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty Company	Service Order - Effective Date - 04/22/2022	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty Company	Service Order - Execution Date - 02/09/2011	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty Company	Service Order - Execution Date - 02/27/2012	0	Yes
Cytxera Communications, LLC	Stewart Title Guaranty, Co.	CenturyLink Service Level Attachment - Colocation Services Se	0	Yes
Cytxera Communications, LLC	Stewart Title Guaranty, Co.	Master Services Agreement (MSA) - Execution Date - 12/21/20	0	Yes
Cytxera Communications, LLC	Stewart Title Guaranty, Co.	Master Services Agreement Amendment No. 1 - Execution Da	0	Yes
Cytxera Comm. Canada, Inc.	Stewart Title Guaranty, Co.	Order - Execution Date - 04/13/2017	0	Yes
Cytxera Communications, LLC	Stewart Title Guaranty, Co.	Savvis Master Services Agreement - Execution Date - 05/13/20	0	Yes
Cytxera Communications, LLC	Stewart Title Guaranty, Co.	Savvis SLA Attachment - Colocation/Bandwidth Connection -	0	Yes
Cytxera Technologies, Inc	Stock Plan Solutions/Green Zapato LLC	Stock Plan Consulting Agreement	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Agreement - Non Master	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	LOA - Effective Date - 02/27/2020	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	LOA - Effective Date - 11/04/2019	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Agreement - ORD1-B	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - CUS0018475	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - CUS0041989	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - CUS0041989	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 02/27/2020	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 02/27/2020	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 04/30/2019	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 06/11/2021	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 06/25/2020	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 09/24/2019	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 10/01/2021	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 10/29/2020	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 11/04/2019	0	Yes
Cytxera Communications, LLC	StoneX Group, Inc.	Service Order - Effective Date - 12/28/2021	0	Yes
Cytxera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	CenturyLink Service Level Attachment - Colocation Services Se	0	Yes
Cytxera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Letter of Disconnect - Execution Date - 04/24/2023	0	Yes
Cytxera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Agreement - YYZ2-A	0	Yes
Cytxera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - CUS0008299	0	Yes
Cytxera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 02/15/2019	0	Yes
Cytxera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 02/21/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 03/12/2020	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 08/18/2020	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 08/21/2019	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 10/02/2019	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 10/27/2021	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 11/06/2020	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 12/15/2020	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 12/31/2019	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Effective Date - 12/31/2019	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Execution Date - 04/24/2023	0	Yes
Cytera Communications, LLC	STORAGECRAFT TECHNOLOGY CORPORATION	Service Order - Execution Date - 05/08/2023	0	Yes
Cytera Communications, LLC	Storagecraft Technology, Corp.	Order - Execution Date - 05/24/2017	0	Yes
Cytera Communications, LLC	Storagecraft Technology, Corp.	Service Order No. 820019 - Execution Date - 10/11/2017	0	Yes
Cytera Communications, LLC	StorageHawk	Non-Disclosure Agreement - Execution Date - 03/30/2022	0	Yes
Cytera Communications, LLC	StorageHawk	Service Agreement - FRA2-A	0	Yes
Cytera Communications, LLC	StorageHawk	Service Order - Execution Date - 05/31/2023	0	Yes
Cytera Communications, LLC	Store Capital	Agreement - Non Master - Execution Date - 04/23/2015	0	Yes
Cytera Communications, LLC	Store Capital	Agreement - Non Master - Execution Date - 07/01/2016	0	Yes
Cytera Communications, LLC	Store Capital	Agreement - Non Master - Execution Date - 07/29/2016	0	Yes
Cytera Communications, LLC	Store Capital	Amendment - Execution Date - 07/26/2016	0	Yes
Cytera Communications, LLC	Store Capital	Amendment - Execution Date - 08/19/2016	0	Yes
Cytera Communications, LLC	Store Capital	Assignment of Colocation Services - Execution Date - 02/22/2017	0	Yes
Cytera Communications, LLC	Store Capital	Order - Execution Date - 05/03/2017	0	Yes
Cytera Communications, LLC	Store Capital	Order - Execution Date - 05/17/2017	0	Yes
Cytera Communications, LLC	Store Capital	Order - Execution Date - 06/16/2017	0	Yes
Cytera Communications, LLC	Store Capital	Order - Execution Date - 07/29/2016	0	Yes
Cytera Communications, LLC	Store Capital	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Store Capital	Service Order - Effective Date - 04/05/2021	0	Yes
Cytera Communications, LLC	Store Capital	Service Order No. 754267 - Execution Date - 09/01/2016	0	Yes
Cytera Communications, LLC	Stratacore	ASSIGNMENT AND ASSUMPTION AGREEMENT	0	Yes
Cytera Communications, LLC	StrataCore, Inc	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 04/01/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 06/02/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 06/03/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 06/03/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 06/23/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 06/25/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 07/13/2021	0	Yes
Cytera Communications, LLC	Strategic Resources, Inc.	Service Order - Effective Date - 07/16/2021	0	Yes
Cytera Communications, LLC	Streamline LLC	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	Streamline LLC	Service Order - Execution Date - 06/02/2016	0	Yes
Cytera Communications, LLC	Streamline LLC	Service Order - Execution Date - 07/05/2016	0	Yes
Cytera Communications, LLC	Strider Technologies, Inc.	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Strider Technologies, Inc.	Service Order - Effective Date - 08/26/2021	0	Yes
Cytera Communications, LLC	Strike Technologies	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Addendum - Execution Date - 10/17/2012	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Savvis Master Services Agreement - Execution Date - 03/22/2010	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Savvis Service Schedule - Execution Date - 03/22/2010	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Savvis Service Schedule - Execution Date - 12/27/2013	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Savvis SLA Attachment - Colocation/Internet Connection - Execution Date - 03/22/2010	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Agreement - S629695	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 05/02/2022	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 05/13/2020	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 05/13/2020	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 08/13/2019	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 08/13/2019	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 10/27/2021	0	Yes
Cytera Communications, LLC	Strike Technologies, LLC	Service Order - Effective Date - 11/21/2019	0	Yes
Cytera Technologies, Inc	Stroz Friedberg, LLC an Aon Company	Master Services Agreement	0	Yes
Cytera Technologies, LLC	Stroz Friedberg, LLC an Aon Company	Statement of Work	0	Yes
Cytera Management Inc	Structure Research	Research & Consulting Services	0	Yes
Cytera Communications, LLC	Structure Tone, LLC	Master Service Agreement	0	Yes
Cytera Technologies, LLC	Structure Tone, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Technologies, Inc	Structure Tone, LLC	Vendor agreement dated 07 / 26 / 2023	0	Yes
Cytera Management Inc	STUTZMAN, BROMBERG, ESSERMAN & PLIFKA	Engagement / Professional Retention Letter	0	Yes
Cytera Communications, LLC	Subito GSD	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Subito GSD	Service Agreement - LHR3-A	0	Yes
Cytera Technologies, LLC	Suburban Waster MN, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications Canada, ULC	Suburban Waster MN, LLC	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	SUEZ WTS Services USA, Inc.	Proposal for Cytera Communications, LLC	0	Yes
Cytera Communications, LLC	Sugar Foods	Service Agreement - DFW1-B	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Switch Communications Group LLC	Master Service Agreement	0	Yes
Cytera Communications, LLC	Switch Communications Group LLC	Master Services Agreement Addendum	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Letter of Disconnect - Execution Date - 02/10/2023	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Service Order - Effective Date - 02/10/2021	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Service Order - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Service Order - Effective Date - 06/14/2021	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Service Order - Effective Date - 10/19/2021	0	Yes
Cytera Communications, LLC	Switchfly, Inc.	Service Order - Execution Date - 02/10/2023	0	Yes
Cytera Comm. Canada, Inc.	SWN Communications Inc.	Amendment for Hosting Services - Execution Date - 11/09/20	0	Yes
Cytera Communications, LLC	Sybase 365, LLC	Order - Execution Date - 05/15/2018	0	Yes
Cytera Communications, LLC	Sycomp	Service Order - Execution Date - 10/06/2022	0	Yes
Cytera Communications, LLC	Sycomp A Technology Company Inc.	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	Sycomp A Technology Company Inc.	Service Order - Execution Date - 10/07/2022	0	Yes
Cytera Communications Canada, ULC	SydneyPLUS International Library Systems Cor	Service Agreement - S630304	0	Yes
Cytera Technologies, LLC	Sylvester's Maintenance & Mechanical	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Data Centers, Inc	Sylvester's Maintenance & Mechanical	Procurement Standard Terms & Conditions	0	Yes
Cytera Communications Canada, ULC	Symcor Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Symcor Inc	Service Order - Effective Date - 04/27/2021	0	Yes
Cytera Comm. Canada, Inc.	Symcor Inc	Service Order - Effective Date - 09/26/2019	0	Yes
Cytera Comm. Canada, Inc.	Symcor Inc	Service Order - Effective Date - 09/26/2019	0	Yes
Cytera Comm. Canada, Inc.	Symcor, Inc.	Service Order No. 827857 - Execution Date - 03/01/2018	0	Yes
Cytera Technologies, LLC	SymSoft, LLC	Schedule to the Software License & Maintenance Agreement	0	Yes
Cytera Communications, LLC	Synacor, Inc.	631740_CUS0006540_Q-05679_Q-05679-Synacor DFW1 11.3	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 2 - Execution Date - 04/24/2008	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 3 to Qwest Total Advantage Agreement - Exi	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 4 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 5 - Execution Date - 12/11/2012	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 6 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 7 - Execution Date - 12/12/2016	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Amendment No. 8 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Assignment of Colocation Services - Execution Date - 02/22/2	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Letter of Disconnect - Execution Date - 01/03/2023	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Order - Execution Date - 06/26/2017	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Order - Execution Date - 08/08/2018	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Order - Execution Date - 10/26/2018	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Order - Execution Date - 12/12/2012	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Order - Execution Date - 12/30/2016	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Order - Execution Date - 12/30/2016	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Pricing Change Order - Execution Date - 10/01/2012	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Qwest Total Advantage Agreement Monthly Assessment - Exi	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order - CUS0006540	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order - Effective Date - 06/29/2020	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order - Effective Date - 07/11/2022	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order - Effective Date - 11/06/2018	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order - Effective Date - 12/10/2018	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order - Execution Date - 01/03/2023	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order No. 360036 - Execution Date - 10/24/2014	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order No. 805709 - Execution Date - 03/31/2017	0	Yes
Cytera Communications, LLC	Synacor, Inc.	Service Order No. Q-05679-3 - Execution Date - 12/07/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Agreement - Non Master - Effective Date - 05/11/2016	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Amendment - Effective Date - 03/30/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	CenturyLink Service Level Attachment - Colocation Services S	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Letter of Disconnect - Execution Date - 09/14/2022	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	LOA - Effective Date - 02/15/2019	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Master Services Agreement - Effective Date - 12/31/2014	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 02/06/2015	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 04/18/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 05/01/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 05/01/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 05/22/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 05/29/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 06/11/2018	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 06/15/2016	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 07/11/2017	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Order - Execution Date - 07/30/2017	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Agreement - IAD2-B	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Agreement - SEA1-B	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Order - Effective Date - 01/29/2020	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Order - Effective Date - 01/29/2020	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Order - Effective Date - 02/06/2019	0	Yes
Cytera Communications, LLC	Synchronoss Technologies, Inc.	Service Order - Effective Date - 02/14/2020	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	TD Bank, N.A.	Service Order - Effective Date - 08/13/2019	0	Yes
Cyxtera Communications, LLC	TD Bank, N.A.	Service Order - Effective Date - 10/17/2019	0	Yes
Cyxtera Communications, LLC	Teal Communications, Inc.	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Teal Communications, Inc.	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Teal Communications, Inc.	Service Order - Effective Date - 02/23/2022	0	Yes
Cyxtera Communications, LLC	Teal Communications, Inc.	Service Order - Effective Date - 05/10/2022	0	Yes
Cyxtera Communications, LLC	Teal Communications, Inc.	Service Order - Effective Date - 05/13/2022	0	Yes
Cyxtera Technologies, Inc	Tech Data Ltd	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Technologies, Inc	Tech Plan, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications, LLC	Tech Plan, Inc.	Procurement Standard Terms & Conditions	0	Yes
Cyxtera Communications, LLC	TECHNOGUARD INC	Vendor agreement dated 08 / 02 / 2023	47,730	Yes
Cyxtera Technologies, Inc	Tecta America Corp.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cyxtera Communications Canada, ULC	TelAlliance	Service Agreement - S631641	0	Yes
Cyxtera Comm. Canada, Inc.	TelAlliance	Service Order No. 768187 - Execution Date - 09/29/2016	0	Yes
Cyxtera Technologies, Inc	Telarus, LLC	AGENT REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	Telarus, LLC	PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT	0	Yes
Cyxtera Communications, LLC	Telarus, LLC	TERRITORY AMENDMENT	0	Yes
Cyxtera Communications, LLC	Telarus, LLC	TERRITORY AMENDMENT AND TRANSFER OF COMMISSIONA	0	Yes
Cyxtera Communications, LLC	Telarus, LLC (member of Agent Alliance, Inc)	JOINDER AGREEMENT	0	Yes
Cyxtera Communications, LLC	Telecom Consulting Group, Inc	REFERRAL AGREEMENT	0	Yes
Cyxtera Technologies, Inc	Telecom Efficient	ACCOUNT BASE TRANSFER AGREEMENT	0	Yes
Cyxtera Communications, LLC	Telecom Efficient Inc	REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	TELECOM EFFICIENT INC	REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	TELECOM EFFICIENT INC_	REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc	Service Order - CUS0011415	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc	Service Order - Effective Date - 02/18/2022	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc	Service Order - Effective Date - 04/05/2019	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc.	Service Order - Execution Date - 05/12/2023	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc.	Service Order - Execution Date - 05/12/2023	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems Inc.	Service Order - Execution Date - 09/16/2022	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Agreement - Non Master - Execution Date - 01/29/2018	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Agreement - Non Master - Execution Date - 02/02/2010	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Agreement - Non Master - Execution Date - 06/27/2005	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 01/04/2018	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 01/29/2014	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 02/19/2018	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 02/20/2015	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 02/28/2014	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 02/28/2019	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 03/21/2008	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 04/23/2013	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 06/19/2012	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 07/31/2012	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 08/18/2015	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 09/26/2012	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 11/16/2012	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 11/17/2017	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 11/28/2012	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 11/30/2017	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems, Inc.	Amendment - Execution Date - 12/11/2007	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Amendment - Execution Date - 12/17/2009	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Order - Execution Date - 01/18/2018	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Order - Execution Date - 01/23/2018	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cyxtera Communications, LLC	Telecommunication Systems, Inc.	Savvis SLA Attachment - Managed Hosting Services - Executio	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems, Inc.	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	TeleCommunication Systems, Inc.	Service Level Agreement	0	Yes
Cyxtera Management Inc	TeleGeography, A Division of PriMetrica, Inc	Research Proposal for Cyxtera Management, Inc. ("Cyxtera")	0	Yes
Cyxtera Communications, LLC	Telehouse International Corporation of Ameri	REFERRAL AGREEMENT	0	Yes
Cyxtera Communications, LLC	TeleMessage Ltd.	Service Agreement - BOS1-A	0	Yes
Cyxtera Communications, LLC	TeleMessage Ltd.	Service Order - Effective Date - 10/29/2021	0	Yes
Cyxtera Communications, LLC	TeleMessage Ltd.	Service Order - Execution Date - 03/01/2010	0	Yes
Cyxtera Communications, LLC	TeleMessage Ltd.	Service Order - Execution Date - 03/02/2011	0	Yes
Cyxtera Communications, LLC	TeleMessage Ltd.	Service Order - Execution Date - 05/31/2011	0	Yes
Cyxtera Communications, LLC	TeleMessage Ltd.	Service Order - Execution Date - 11/30/2012	0	Yes
Cyxtera Communications, LLC	TeleNetwork	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Telenetwork Partners Ltd	Service Order - Effective Date - 02/08/2022	0	Yes
Cyxtera Communications, LLC	Telenetwork Partners Ltd	Service Order - Effective Date - 09/06/2018	0	Yes
Cyxtera Communications Canada, ULC	Teleperformance Inc	Service Agreement - YYZ1-A	0	Yes
Cyxtera Comm. Canada, Inc.	Teleperformance Inc	Service Order - Effective Date - 03/09/2021	0	Yes
Cyxtera Comm. Canada, Inc.	Teleperformance Inc	Service Order - Effective Date - 03/18/2021	0	Yes

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Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - IAD1-C	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - IAD2-A	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - IAD3-A	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - LAX1-A	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - LAX3-A	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - ORD2-A	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - SEA1-A	0	Yes
Cyxtera Communications, LLC	Teleport Communications America, LLC.	Service Agreement - SFO2-A	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	CenturyLink Master Services Agreement - Execution Date - 04/04/2017	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	CenturyLink Service Level Attachment - Colocation Services Schedule - Execution Date - 04/04/2017	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	CenturyLink Service Schedule - Execution Date - 04/04/2017	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Order - Execution Date - 02/22/2018	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Agreement - TPA1-A	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order - Effective Date - 07/19/2021	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order - Effective Date - 07/19/2021	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order - Execution Date - 10/12/2022	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order - Execution Date - 10/12/2022	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order - Execution Date - 12/05/2022	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order No. 802566 - Execution Date - 04/03/2017	0	Yes
Cyxtera Communications, LLC	TeleVoIPs	Service Order No. 824440 - Execution Date - 12/18/2017	0	Yes
Cyxtera Communications, LLC	Telnetrix LLC	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	Telnetrix LLC	Service Order - Execution Date - 02/07/2023	0	Yes
Cyxtera Communications, LLC	Telnetrix LLC	Service Order - Execution Date - 03/31/2023	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 03/07/2022	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 03/07/2022	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 03/07/2022	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 03/07/2022	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 06/17/2022	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 06/17/2022	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 12/31/2021	0	Yes
Cyxtera Communications, LLC	Telnyx LLC	Service Order - Effective Date - 12/31/2021	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - BOS1-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - IAD2-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - LAX2-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - ORD1-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - S630920	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - SEA2-A	0	Yes
Cyxtera Communications, LLC	Telstra	Service Agreement - SFO3-B	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 05/17/2023	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order - Execution Date - 11/04/2018	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order No. 266628 - Execution Date - 09/25/2013	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order No. 289215 - Execution Date - 11/07/2013	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order No. 435311 - Execution Date - 02/04/2015	0	Yes
Cyxtera Communications, LLC	Telstra	Service Order No. 449945 - Execution Date - 03/13/2015	0	Yes
Cyxtera Communications, LLC	Telus	Service Agreement - S629247	0	Yes
Cyxtera Communications Canada, ULC	TELUS COMMUNICATIONS	Service Agreement - YYZ1-A	0	Yes
Cyxtera Communications Canada, ULC	TELUS COMMUNICATIONS	Service Agreement - YYZ2-A	0	Yes
Cyxtera Communications, LLC	TELUS COMMUNICATIONS	Service Agreement - YYZ2-A	0	Yes
Cyxtera Communications, LLC	TELUS Communications	Service Order - Execution Date - 10/06/2022	0	Yes
Cyxtera Communications, LLC	Telus Communications Company	Service Agreement - YYZ1-A	0	Yes
Cyxtera Communications, LLC	Telus Communications Company	Service Level Agreement	0	Yes
Cyxtera Communications, LLC	Telus Communications Company	Service Order No. 777511 - Execution Date - 10/18/2016	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - CUS0022961	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 03/06/2020	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 06/22/2021	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 08/26/2021	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 09/09/2021	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 09/14/2021	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 09/30/2021	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 10/08/2021	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 10/24/2019	0	Yes
Cyxtera Comm. Canada, Inc.	TELUS Communications Inc.	Service Order - Effective Date - 11/26/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	The Renfrew Center of Pennsylvania, LLC	Service Order - Effective Date - 03/29/2019	0	Yes
Cytera Communications, LLC	The Renfrew Center of Pennsylvania, LLC	Service Order - Effective Date - 09/23/2020	0	Yes
Cytera Communications, LLC	The Renfrew Center of Pennsylvania, LLC	Order - Execution Date - 05/04/2018	0	Yes
Cytera Communications, LLC	The Renfrew Center of Pennsylvania, LLC	Order - Execution Date - 05/23/2018	0	Yes
Cytera Communications, LLC	The Renfrew Center of Pennsylvania, LLC	Order - Execution Date - 05/24/2018	0	Yes
Cytera Communications, LLC	The Seminole Tribe of Florida	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	The Seminole Tribe of Florida	Service Order - Effective Date - 06/21/2022	0	Yes
Cytera Communications, LLC	The Seminole Tribe of Florida	Service Order - Effective Date - 08/30/2021	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Cytera Master Services Agreement	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Other - Effective Date - 12/29/2021	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Order - CUS0064771	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Order - Effective Date - 12/29/2021	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Order - Execution Date - 10/19/2022	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Order - Execution Date - 11/29/2022	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Order - Execution Date - 12/30/2022	0	Yes
Cytera Communications, LLC	The Sunrider Corporation	Service Schedule - Effective Date - 12/29/2021	0	Yes
Cytera Technologies, Inc	The Superior Group	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	The Tiber Group LLC	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	The Tiber Group LLC	Service Order - Effective Date - 03/25/2021	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Assignment of Non-Colocation Services - Execution Date - 03/0	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AGREEMENT - S 0	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Savvis SLA Attachment - Application Transport Transport Net 0	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 05/11/ 0	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 10/31/ 0	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Service Order - Effective Date - 06/14/2019	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Service Order - Execution Date - 09/24/2010	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Service Order - Execution Date - 09/28/2011	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Service Order No. 816072 - Execution Date - 09/05/2017	0	Yes
Cytera Communications, LLC	The Tire Rack, Inc.	Service Order No. 824596 - Execution Date - 12/27/2017	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 01/10/2018	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 03/31/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 05/08/2017	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 05/09/2017	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 05/19/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 05/22/2018	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 05/25/2017	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 07/11/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 07/19/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Order - Execution Date - 07/29/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Savvis Service Schedule - Execution Date - 03/28/2013	0	Yes
Cytera Communications Canada, ULC	The Ultimate Software Group of Canada, Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	The Ultimate Software Group of Canada, Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 256469 - Execution Date - 04/23/2013	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 256471 - Execution Date - 04/23/2013	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 260771 - Execution Date - 06/07/2013	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 665958 - Execution Date - 04/19/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 677399 - Execution Date - 05/10/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 749656 - Execution Date - 09/15/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 773825 - Execution Date - 10/04/2016	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 829884 - Execution Date - 04/19/2018	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group of Canada, Inc.	Service Order No. 838198 - Execution Date - 11/29/2018	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada I	Service Order - Effective Date - 08/28/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada I	Service Order - Effective Date - 08/28/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada I	Service Order - Effective Date - 09/02/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada I	Service Order - Effective Date - 09/02/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	LOA - Effective Date - 06/23/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	LOA - Effective Date - 06/23/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	LOA - Effective Date - 09/02/2020	0	Yes
Cytera Communications Canada, ULC	The Ultimate Software Group, of Canada Inc.	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - CUS0003719	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - CUS0037838	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 02/08/2022	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 02/08/2022	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 05/28/2021	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 05/29/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 05/29/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 06/23/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 06/23/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 08/14/2018	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 09/02/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 09/02/2020	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 09/25/2018	0	Yes
Cytera Comm. Canada, Inc.	The Ultimate Software Group, of Canada Inc.	Service Order - Effective Date - 10/24/2019	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cyxtera Communications, LLC	THERMA LLC	Vendor agreement dated 07 / 21 / 2023	83,932	Yes
Cyxtera Communications, LLC	Thermon Inc.	Letter of Disconnect - Execution Date - 05/22/2023	0	Yes
Cyxtera Communications, LLC	Thermon Inc.	Service Order - Execution Date - 05/22/2023	0	Yes
Cyxtera Communications, LLC	Thermon Manufacturing	Assignment of Colocation Services - Execution Date - 02/22/2023	0	Yes
Cyxtera Communications, LLC	THERMON MANUFACTURING	Service Agreement - DFW1-B	0	Yes
Cyxtera Communications, LLC	THERMON MANUFACTURING	Service Order - Effective Date - 07/01/2022	0	Yes
Cyxtera Communications, LLC	THERMON MANUFACTURING	Service Order - Effective Date - 08/21/2018	0	Yes
Cyxtera Communications, LLC	Thermon Manufacturing	Service Order No. 300957 - Execution Date - 04/03/2014	0	Yes
Cyxtera Communications, LLC	Thiel & Thiel Inc.	Service Agreement - DFW1-A	0	Yes
Cyxtera Communications, LLC	Thiel & Thiel Inc.	Service Order - CUS0049568	0	Yes
Cyxtera Communications, LLC	Thiel & Thiel Inc.	Service Order - Effective Date - 02/27/2021	0	Yes
Cyxtera Communications, LLC	ThinkOn, Inc.	Service Agreement - ATL1-A	0	Yes
Cyxtera Communications, LLC	ThinkOn, Inc.	Service Agreement - LAX1-A	0	Yes
Cyxtera Data Centers, Inc	Thomas Gallaway Corporation	RESELLER AGREEMENT	0	Yes
Cyxtera Communications, LLC	Thomas Murphy	Retention Agreement	0	Yes
Cyxtera Communications, LLC	Thompson Engineering	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cyxtera Communications, LLC	Thompson Engineering	Service Agreement - DEN1-A	0	Yes
Cyxtera Communications, LLC	Thompson Engineering	Service Order - CUS0053282	0	Yes
Cyxtera Communications, LLC	Thompson Engineering	Service Order - Effective Date - 04/30/2021	0	Yes
Cyxtera Communications, LLC	Thompson Engineering	Service Order No. 767212 - Execution Date - 09/30/2016	0	Yes
Cyxtera Technologies, Inc	Thompson Hine LLP	Engagement Letter	0	Yes
Cyxtera Technologies, Inc	Thomson Reuters (Tax & Accounting) Inc.	Master Terms Agreement	0	Yes
Cyxtera Technologies, Inc	Thomson Reuters (Tax & Accounting) Inc.	Order Form	0	Yes
Cyxtera Technologies, Inc	Thomson Reuters (Tax & Accounting) Inc.	Order Form	0	Yes
Cyxtera Technologies, LLC	Thomson Reuters (Tax & Accounting) Inc.	Order Form	0	Yes
Cyxtera Technologies, LLC	Thomson Reuters (Tax & Accounting) Inc.	Order Form	0	Yes
Cyxtera Technologies, LLC	Thomson Reuters (Tax & Accounting) Inc.	Order Form	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - CUS0038098	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - CUS0038098	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - CUS0040627	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - Effective Date - 02/11/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - Effective Date - 03/24/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - Effective Date - 04/19/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - Effective Date - 06/15/2022	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - Effective Date - 09/11/2020	0	Yes
Cyxtera Comm. Canada, Inc.	Thomson Reuters Applications, Inc	Service Order - Effective Date - 09/29/2020	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Agreement - DFW1-C	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Agreement - MSP1-A	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Agreement - MSP1-B	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - CUS0011103	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - CUS0048967	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - CUS0048968	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 02/16/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 02/16/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 03/19/2019	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 03/22/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 03/28/2019	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/12/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/12/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/12/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/15/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/15/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/26/2019	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/26/2019	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/29/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/29/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 04/29/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 05/26/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 05/26/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 05/26/2021	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 06/01/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 06/23/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 07/16/2019	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Effective Date - 09/09/2019	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 02/16/2023	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 03/08/2023	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 04/27/2023	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 08/30/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 09/26/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 11/08/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 11/10/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Applications, Inc.	Service Order - Execution Date - 11/16/2022	0	Yes
Cyxtera Communications, LLC	Thomson Reuters Canada Ltd/Carswell-Thoms	Service Agreement - SFO2-A	0	Yes
Cyxtera Communications Canada, ULC	Thomson Reuters Canada Ltd/Carswell-Thoms	Service Agreement - YYZ2-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Tickets.com Inc.	Service Order - Effective Date - 12/04/2018	0	Yes
Cytera Communications, LLC	Tickets.com Inc.	Service Order - Effective Date - 12/07/2020	0	Yes
Cytera Communications, LLC	Tickets.com, Inc.	Service Order - Execution Date - 11/01/2022	0	Yes
Cytera Communications, LLC	Tickets.com, Inc.	Service Order No. 810271 - Execution Date - 10/17/2017	0	Yes
Cytera Communications, LLC	Tickets.com, Inc.	Service Order No. Q-06580-1 - Execution Date - 01/02/2019	0	Yes
Cytera Technologies, LLC	Tidal Time Solutions, LLC	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Tidal Time Solutions, LLC	Vendor agreement dated 08 / 01 / 2023	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment - Execution Date - 05/31/2018	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment - Execution Date - 06/02/2017	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment No. 1 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment No. 2 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment No. 3 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment No. 4 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment No. 5 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Tideland EMC	Amendment No. 6 to CenturyLink Total Advantage Agreeem	0	Yes
Cytera Communications, LLC	Tideland EMC	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	Tideland EMC	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	TIDELAND EMC	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	Tideland EMC	Service Order No. 309650 - Execution Date - 05/14/2014	0	Yes
Cytera Communications, LLC	Tideland EMC	Service Order No. 347013 - Execution Date - 08/26/2014	0	Yes
Cytera Communications, LLC	Tiger Management	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	Tiger Management L.L.C.	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	Tiger Management L.L.C.	Service Agreement - EWR2-C	0	Yes
Cytera Communications, LLC	Tiger Management, LLC	Order - Execution Date - 11/08/2017	0	Yes
Cytera Communications, LLC	Tiger Management, LLC	Service Order No. 267105 - Execution Date - 11/06/2013	0	Yes
Cytera Communications, LLC	Tiger Management, LLC	Service Order No. 412084 - Execution Date - 12/12/2014	0	Yes
Cytera Communications, LLC	Time Inc. (GEX)	Service Agreement - S629929	0	Yes
Cytera Communications, LLC	Time Warner Cable Inc. through its West Regi	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	Time Warner Cable, Inc. through its West Regi	Savvis Master Services Agreement - Execution Date - 06/06/20	0	Yes
Cytera Communications, LLC	Time Warner Cable, Inc. through its West Regi	Savvis SLA Attachment - Colocation Services - Execution Date	0	Yes
Cytera Communications, LLC	Time Warner Cable, Inc. through its West Regi	Savvis SLA Attachment - Colocation Services - Execution Date	0	Yes
Cytera Communications, LLC	TimeSuite Corporation	Service Agreement - DEN2-A	0	Yes
Cytera Communications, LLC	TimeSuite Corporation	Service Order - Effective Date - 04/01/2021	0	Yes
Cytera Communications, LLC	TimeSuite Corporation	Service Order - Effective Date - 04/04/2022	0	Yes
Cytera Communications, LLC	TimeSuite Corporation	Service Order - Effective Date - 11/04/2020	0	Yes
Cytera Communications, LLC	TimeSuite Corporation	Service Order - Effective Date - 11/20/2019	0	Yes
Cytera Communications, LLC	Tinfra LLC	Colo Service Schedule - Execution Date - 11/29/2022	0	Yes
Cytera Communications, LLC	Tinfra LLC	MSA - Execution Date - 11/29/2022	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Agreement - PHX2-A	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Tinfra LLC	Service Order - Execution Date - 03/31/2023	0	Yes
Cytera Communications, LLC	Tinfra LLC	Telnyx-Tinfra Novation Agreement - Execution Date - 12/01/20	0	Yes
Cytera Technologies, LLC	Titan Quality Power Services	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	TK Elevator Corporation	Repair Work Order	0	Yes
Cytera Communications, LLC	TLB HOLDINGS LLC	Service Agreement - S638235	0	Yes
Cytera Technologies, LLC	TM Service Co	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	TM Service Co	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications Canada, ULC	TooGood Financial System Inc	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	TooGood Financial System Inc	Service Agreement - YYZ2-A	0	Yes
Cytera Comm. Canada, Inc.	TooGood Financial System Inc	Service Order - Effective Date - 01/28/2021	0	Yes
Cytera Comm. Canada, Inc.	TooGood Financial System Inc	Service Order - Effective Date - 01/28/2021	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Agreement - Non Master - Execution Date - 05/20/2010	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Amendment - Execution Date - 02/07/2011	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Amendment No. 1 to Qwest Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Amendment No. 3 to Qwest Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Agreement - Execution Date - 05/0	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Express - Amendment - Summai	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	CenturyLink Total Advantage Express - Amendment - Summai	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Email Approval - Execution Date - 06/11/2009	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Order - Execution Date - 05/23/2018	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Qwest Total Advantage Agreement - Option Z Monthly Asses	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Qwest Total Advantage Express - Summary Page - Agreement	0	Yes
Cytera Communications, LLC	Topline Federal Credit Union	Qwest Total Advantage Express - Summary Page - DM - Agree	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 339998 - Execution Date - 08/01/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 347624 - Execution Date - 09/11/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 349605 - Execution Date - 08/20/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 351524 - Execution Date - 08/22/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 353061 - Execution Date - 08/25/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 358745 - Execution Date - 09/08/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 361230 - Execution Date - 09/29/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 361316 - Execution Date - 10/06/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 365684	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 369510 - Execution Date - 09/29/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 370576 - Execution Date - 09/29/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 380014 - Execution Date - 10/15/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 384569 - Execution Date - 10/23/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 384801 - Execution Date - 10/22/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 384827 - Execution Date - 10/22/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 384833 - Execution Date - 10/22/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 384857 - Execution Date - 10/22/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 387980 - Execution Date - 10/30/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 392027 - Execution Date - 11/07/2014	0	Yes
Cytera Communications, LLC	Tradeweb, LLC	Service Order No. 392031 - Execution Date - 11/07/2014	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - CUS0013407	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - CUS0090893	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - CUS0090894	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - Effective Date - 05/21/2019	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - Effective Date - 06/15/2021	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - Effective Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - Effective Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Traffic Tech Inc.	Service Order - Effective Date - 09/28/2021	0	Yes
Cytera Communications, LLC	Traffic Tech, Inc.	Service Order - Execution Date - 03/28/2023	0	Yes
Cytera Communications, LLC	Traffic Tech, Inc.	Service Order - Execution Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Traffic Tech, Inc.	Service Order - Execution Date - 09/02/2022	0	Yes
Cytera Communications, LLC	Traiana, Inc	LOA - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	LOA - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	LOA - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	LOA - Effective Date - 08/04/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Agreement - ORD1-A	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Agreement - ORD1-D	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - CUS0006396	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - CUS0013400	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - CUS0058563	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 05/21/2019	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 05/25/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 08/04/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 08/26/2021	0	Yes
Cytera Communications, LLC	Traiana, Inc	Service Order - Effective Date - 11/06/2018	0	Yes
Cytera Communications, LLC	Traiana, Inc.	Order - Execution Date - 04/29/2018	0	Yes
Cytera Communications, LLC	Traiana, Inc.	Order - Execution Date - 05/22/2018	0	Yes
Cytera Communications, LLC	Traiana, Inc.	Service Order No. 820433 - Execution Date - 10/17/2017	0	Yes
Cytera Communications, LLC	Traiana, Inc.	Service Order No. 820898 - Execution Date - 10/19/2017	0	Yes
Cytera Communications, LLC	Traiana, Inc.	Service Order No. 833834 - Execution Date - 06/19/2018	0	Yes
Cytera Communications Canada, ULC	Trak Global Solutions Holdings (Canada) Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Trak Global Solutions Holdings (Canada) Inc.	Service Order - CUS0007837	0	Yes
Cytera Comm. Canada, Inc.	Trak Global Solutions Holdings (Canada) Inc.	Service Order - Effective Date - 01/14/2019	0	Yes
Cytera Comm. Canada, Inc.	Trak Global Solutions Holdings (Canada) Inc.	Service Order - Effective Date - 01/18/2019	0	Yes
Cytera Comm. Canada, Inc.	Trak Global Solutions Holdings (Canada) Inc.	Service Order - Effective Date - 09/06/2018	0	Yes
Cytera Communications Canada, ULC	TRANE CANADA ULC	Vendor agreement dated 08 / 03 / 2023	0	Yes
Cytera Communications, LLC	TRANE COMPANY	Purchase Order Number - 6034169	0	Yes
Cytera Technologies, Inc	TRANE US INC - Wisconsin	Vendor agreement dated 08 / 03 / 2023	8,660	Yes
Cytera Communications, LLC	Transaction Network Services (TNS)	Order - Execution Date - 07/13/2017	0	Yes
Cytera Communications, LLC	Transaction Network Services (TNS)	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Transaction Network Services (TNS)	Service Order - Effective Date - 05/05/2020	0	Yes
Cytera Communications, LLC	Transaction Network Services (TNS)	Service Order - Execution Date - 03/24/2023	0	Yes
Cytera Communications, LLC	Transaction Network Services (TNS)	Service Order No. 439948 - Execution Date - 02/26/2015	0	Yes
Cytera Communications, LLC	Transaction Network Services (TNS)	Service Order No. 815542 - Execution Date - 08/03/2017	0	Yes
Cytera Communications, LLC	Transactis	Service Order - Effective Date - 05/12/2021	0	Yes
Cytera Management Inc	Transamerica Life Insurance Company	Life and Health Group Application Agreement	0	Yes
Cytera Management Inc	Transamerica Life Insurance Company	Transconnect Renewal Form	0	Yes
Cytera Communications, LLC	Transcore	Order - Execution Date - 05/07/2018	0	Yes
Cytera Communications, LLC	Transcore	Order - Execution Date - 05/07/2018	0	Yes
Cytera Communications, LLC	Transcore	Order - Execution Date - 05/25/2017	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Transcore	Qwest Total Advantage Express - Summary Page - Agreement 0		Yes
Cytera Communications, LLC	Transcore	Savvis Master Services Agreement - Execution Date - 03/01/20	0	Yes
Cytera Communications, LLC	TransCore	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	TransCore	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	TRANSCORE	Service Order - Effective Date - 03/08/2022	0	Yes
Cytera Communications, LLC	TRANSCORE	Service Order - Effective Date - 03/08/2022	0	Yes
Cytera Communications, LLC	TRANSCORE	Service Order - Effective Date - 09/20/2018	0	Yes
Cytera Communications, LLC	Transcore	Service Order - Execution Date - 05/10/2023	0	Yes
Cytera Communications, LLC	Transcore	Service Order - Execution Date - 05/16/2023	0	Yes
Cytera Communications, LLC	Transcore	Service Order No. 425149 - Execution Date - 01/28/2015	0	Yes
Cytera Communications, LLC	Transcore	Service Order No. 435680 - Execution Date - 02/24/2015	0	Yes
Cytera Communications, LLC	Transgroup Worldwide Logistics	Amendment No. 1 to Qwest Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	TRANSGROUP WORLDWIDE LOGISTICS	Letter of Disconnect - Execution Date - 12/02/2022	0	Yes
Cytera Communications, LLC	Transgroup Worldwide Logistics	Qwest Total Advantage Agreement - Monthly Assessment - E	0	Yes
Cytera Communications, LLC	TRANSGROUP WORLDWIDE LOGISTICS	Service Agreement - SEA2-A	0	Yes
Cytera Communications, LLC	TRANSGROUP WORLDWIDE LOGISTICS	Service Order - CUS0024854	0	Yes
Cytera Communications, LLC	TRANSGROUP WORLDWIDE LOGISTICS	Service Order - Effective Date - 05/06/2020	0	Yes
Cytera Communications, LLC	TRANSGROUP WORLDWIDE LOGISTICS	Service Order - Effective Date - 05/29/2020	0	Yes
Cytera Communications, LLC	TRANSGROUP WORLDWIDE LOGISTICS	Service Order - Execution Date - 12/02/2022	0	Yes
Cytera Communications, LLC	TRANSITIONS OPTICAL	Service Agreement - S638065	0	Yes
Cytera Communications, LLC	TRANSITIONS OPTICAL	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	Amendment - Execution Date - 02/15/2016	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	Amendment No. 1 to CenturyLink QCC and Affiliated Century	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	Amendment No. 2 to CenturyLink QCC and Affiliated Century	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	Amendment No. 4 to CenturyLink QCC and Affiliated Century	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	CenturyLink Total Advantage Agreement CenturyLink QCC and	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Communications, LLC	Transperfect Remote Interpreting	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Communications, LLC	Transperfect Remote Interpreting	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Transperfect Remote Interpreting	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Transperfect Remote Interpreting	Service Order - Effective Date - 07/22/2020	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	Service Order No. 741217 - Execution Date - 10/28/2016	0	Yes
Cytera Communications, LLC	TransPerfect Remote Interpreting	Service Order No. 776661 - Execution Date - 10/28/2016	0	Yes
Cytera Communications, LLC	TransPerfect Technologies LLC	Service Order - Effective Date - 08/20/2018	0	Yes
Cytera Communications, LLC	TransPerfect Translations International	Service Order - CUS0016518	0	Yes
Cytera Communications, LLC	TransPerfect Translations International	Service Order - Effective Date - 05/07/2019	0	Yes
Cytera Communications, LLC	TransPerfect Translations International	Service Order - Effective Date - 08/29/2019	0	Yes
Cytera Communications, LLC	Transtelco, Inc	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Transtelco, Inc	Service Order - Effective Date - 11/24/2021	0	Yes
Cytera Communications, LLC	TRANSWEST INC	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Transwest Inc.	Service Order - Effective Date - 01/18/2022	0	Yes
Cytera Communications, LLC	Transwest Inc.	Service Order - Effective Date - 01/18/2022	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Amendment - Effective Date - 05/13/2022	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	CenturyLink Master Services Agreement - Execution Date - 06	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	CenturyLink Service Schedule - Execution Date - 04/03/2017	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	CenturyLink Service Schedule - Execution Date - 06/02/2015	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Order - Execution Date - 02/01/2018	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Order - Execution Date - 04/25/2018	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Order - Execution Date - 06/07/2017	0	Yes
Cytera Communications Canada, ULC	Trapeze Software ULC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Trapeze Software ULC	Service Agreement - ORD2-A	0	Yes
Cytera Communications Canada, ULC	Trapeze Software ULC	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Service Order - Effective Date - 02/10/2020	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Service Order No. 801769 - Execution Date - 03/30/2017	0	Yes
Cytera Comm. Canada, Inc.	Trapeze Software ULC	Service Order No. 823638 - Execution Date - 12/21/2017	0	Yes
Cytera Technologies, Inc	Trapezoid, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	TREASURY DISASTER RECOVERY	Service Agreement - S638011	0	Yes
Cytera Communications, LLC	TREDIT TIRE & WHEEL CO INC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Amendment - Execution Date - 02/15/2016	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Amendment No. 1 to Qwest Total Advantage Agreement Mor	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Amendment No. 2 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Amendment No. 3 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Amendment No. 4 to CenturyLink Total Advantage Agreemen	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	CenturyLink Total Advantage Non-Standard Pricing Change O	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Qwest Total Advantage Agreement - Monthly Assessment - E	0	Yes
Cytera Communications, LLC	Tredit Tire, Co.	Sip Trunk Service Testing Agreement - Internet Port - Execut	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Addendum - Execution Date - 06/27/2012	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	CenturyLink Service Level Attachment - Colocation Services S	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	CenturyLink SLA Attachment - Application Transport Network	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Order - Execution Date - 06/27/2017	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Savvis Master Services Agreement - Execution Date - 06/27/2	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Treliant Risk Advisors	Service Level Agreement	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 06/10/2020	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 06/28/2019	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 06/28/2019	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 07/03/2019	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 07/20/2022	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 08/05/2022	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 08/19/2019	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 09/04/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 09/24/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 09/26/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 09/28/2020	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 10/05/2020	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 11/01/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 11/15/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 11/28/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 12/13/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - OFFICE OF THE P	Service Order - Effective Date - 12/18/2020	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - Office of the Pre	Service Order - Execution Date - 01/23/2023	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - Office of the Pre	Service Order - Execution Date - 01/24/2023	0	Yes
Cytera Communications, LLC	UNIVERSITY OF CALIFORNIA - Office of the Pre	Service Order - Execution Date - 04/05/2023	0	Yes
Cytera Communications, LLC	University of California - Office of the Presider	Service Order No. Q-04338-1 - Execution Date - 11/28/2018	0	Yes
Cytera Communications, LLC	UNIVERSITY OF SOUTH FLORIDA	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	UNIVERSITY OF SOUTH FLORIDA	Service Order - CUS0051517	0	Yes
Cytera Communications, LLC	UNIVERSITY OF SOUTH FLORIDA	Service Order - Effective Date - 03/22/2021	0	Yes
Cytera Communications, LLC	UNIVERSITY OF SOUTH FLORIDA	Service Order - Execution Date - 12/01/2022	0	Yes
Cytera Communications, LLC	University of Washington	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	University of Washington	Service Order - CUS0067908	0	Yes
Cytera Communications, LLC	University of Washington	Service Order - Effective Date - 03/07/2022	0	Yes
Cytera Communications, LLC	University of Washington	Service Order - Effective Date - 05/23/2022	0	Yes
Cytera Communications, LLC	University of Washington	Service Order - Execution Date - 03/21/2023	0	Yes
Cytera Federal Group, Inc	University Technical Services, Inc.	RESELLER AGREEMENT	0	Yes
Cytera Communications, LLC	Upek, Inc.	Addendum - Execution Date - 10/12/2006	0	Yes
Cytera Communications, LLC	UPEK, Inc.	Savvis Master Services Agreement - Execution Date - 10/12/20	0	Yes
Cytera Communications, LLC	UPEK, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 01/15/20	0	Yes
Cytera Communications, LLC	Upek, Inc.	Service Agreement - S629265	0	Yes
Cytera Communications, LLC	UPEK, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	Upstack, Inc	REFERRAL AGREEMENT	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - IAD3-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - SEA1-B	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - SFO2-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	US BAN - Cloudflare	Service Agreement - YYZ1-A	0	Yes
Cytera Management Inc	US Behavioral Health (Optum)	Administrative Services Agreement	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Amendment - Execution Date - 02/01/2016	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Amendment - Execution Date - 03/07/2017	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Amendment - Execution Date - 05/04/2017	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Amendment No. 1 to CenturyLink Total Advantage Agreement	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	CenturyLink Total Advantage Agreement - Execution Date - 04/0	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	NON-STANDARD PRICING CHANGE ORDER (PCO) TO CENTUR	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Non-Standard Pricing Change Order (PCO) to CenturyLink Tot	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Order - Execution Date - 04/14/2016	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Order - Execution Date - 04/27/2017	0	Yes
Cytera Communications, LLC	US EAGLE FEDERAL CREDIT UNION	Service Agreement - ABQ1-A	0	Yes
Cytera Communications, LLC	US EAGLE FEDERAL CREDIT UNION	Service Agreement - ABQ1-B	0	Yes
Cytera Communications, LLC	US EAGLE FEDERAL CREDIT UNION	Service Order - Effective Date - 03/06/2020	0	Yes
Cytera Communications, LLC	US EAGLE FEDERAL CREDIT UNION	Service Order - Effective Date - 06/04/2021	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Service Order No. 483245 - Execution Date - 06/03/2015	0	Yes
Cytera Communications, LLC	US Eagle Federal Credit Union	Service Order No. 817863 - Execution Date - 09/13/2017	0	Yes
Cytera Communications, LLC	US Fertility, LLC	Service Agreement - IAD2-B	0	Yes
Cytera Communications, LLC	US Fertility, LLC	Service Order - Effective Date - 02/25/2022	0	Yes
Cytera Communications, LLC	US ONCOLOGY	Service Agreement - DEN1-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	VION CORPORATION	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - CUS0005002	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - CUS0013858	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - CUS0013858	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - CUS0013858	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 01/17/2019	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 01/17/2019	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 02/20/2020	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 03/18/2020	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 04/14/2022	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 04/14/2022	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 04/27/2020	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 06/03/2019	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 09/08/2021	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 09/16/2019	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 09/16/2019	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 10/29/2018	0	Yes
Cytera Communications, LLC	VION CORPORATION	Service Order - Effective Date - 12/06/2018	0	Yes
Cytera Communications, LLC	Vion Corporation	Service Order - Execution Date - 05/25/2023	0	Yes
Cytera Communications, LLC	Vion Corporation	Service Order No. 354048 - Execution Date - 09/25/2014	0	Yes
Cytera Communications, LLC	Vion, Corp.	Service Order - Execution Date - 11/06/2017	0	Yes
Cytera Communications, LLC	Vion, Corp.	Service Order No. 817864 - Execution Date - 10/17/2017	0	Yes
Cytera Communications, LLC	Vionum LLC	Service Agreement - S629637	0	Yes
Cytera Communications, LLC	VIRASEC LLC	Service Agreement - S630548	0	Yes
Cytera Communications, LLC	Virginia Hospital Center	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Virginia Hospital Center	Order - Execution Date - 05/22/2013	0	Yes
Cytera Communications, LLC	Virginia Hospital Center	Service Agreement - IAD3-A	0	Yes
Cytera Communications, LLC	Virginia Hospital Center	Service Order - Effective Date - 03/11/2019	0	Yes
Cytera Communications, LLC	Virginia Hospital Center	Service Order - Effective Date - 08/18/2021	0	Yes
Cytera Communications, LLC	Virginia Hospital Center	Service Order - Execution Date - 11/09/2017	0	Yes
Cytera Comm. Canada, Inc.	VirtGroup Inc	Service Order - Effective Date - 07/22/2021	0	Yes
Cytera Comm. Canada, Inc.	VirtGroup Inc	Service Order - Effective Date - 07/22/2021	0	Yes
Cytera Comm. Canada, Inc.	VirtGroup Inc	Service Order - Effective Date - 08/05/2021	0	Yes
Cytera Comm. Canada, Inc.	VirtGroup Inc	Service Order - Effective Date - 08/05/2021	0	Yes
Cytera Comm. Canada, Inc.	VirtGroup Inc	Service Order - Effective Date - 10/26/2021	0	Yes
Cytera Comm. Canada, Inc.	VirtGroup Inc.	MSA and Colo Schedule - Execution Date - 11/27/2013	0	Yes
Cytera Communications Canada, ULC	VirtGroup Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Letter of Disconnect - Execution Date - 04/28/2023	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Letter of Disconnect - Execution Date - 10/19/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	LOA - Effective Date - 03/01/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Agreement - EWR2-B	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 01/10/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 01/18/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 03/01/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 03/01/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 03/13/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 03/13/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 03/27/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 03/27/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 04/22/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 04/22/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/01/2019	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/14/2021	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/19/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/19/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/20/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/20/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 05/23/2019	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 06/02/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 06/04/2021	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 06/17/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 06/17/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 06/24/2020	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 06/28/2021	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 07/01/2022	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 07/09/2021	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 10/23/2019	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 12/12/2018	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 12/16/2021	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Effective Date - 12/17/2021	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Execution Date - 02/07/2023	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Execution Date - 04/28/2023	0	Yes
Cytera Communications, LLC	Virtu Financial Operating LLC	Service Order - Execution Date - 10/19/2022	0	Yes
Cytera Communications, LLC	Virtu Financial, LLC	Order - Execution Date - 05/12/2017	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	VMWare, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Agreement - ATL1-A	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - CUS0016428	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - CUS0016442	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 01/13/2020	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 03/09/2021	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 07/08/2019	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 07/08/2019	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 07/08/2022	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 08/19/2021	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 09/25/2020	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 10/07/2020	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 10/13/2020	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 10/29/2019	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 10/29/2019	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 11/12/2019	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 11/30/2020	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order - Effective Date - 12/11/2020	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 238860 - Execution Date - 10/24/2012	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 245420 - Execution Date - 12/12/2012	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 251786 - Execution Date - 03/20/2013	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 259581 - Execution Date - 07/30/2013	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 261616 - Execution Date - 07/30/2013	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 309342 - Execution Date - 06/19/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 311954 - Execution Date - 06/23/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 313336 - Execution Date - 08/18/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 314354 - Execution Date - 07/15/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 314761 - Execution Date - 06/30/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 330617 - Execution Date - 08/11/2014	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order No. 341057 - Execution Date - 08/18/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 400481 - Execution Date - 12/03/2014	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 420410 - Execution Date - 01/20/2015	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 474468 - Execution Date - 04/24/2015	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 660771 - Execution Date - 04/04/2016	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order No. 670475 - Execution Date - 04/06/2016	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 702428 - Execution Date - 12/28/2016	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order No. 702650 - Execution Date - 12/28/2016	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order No. 735225 - Execution Date - 08/17/2016	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 748930 - Execution Date - 08/25/2016	0	Yes
Cytera Communications, LLC	VMWare, Inc.	Service Order No. 785418 - Execution Date - 12/28/2016	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Order No. 806017 - Execution Date - 04/03/2017	0	Yes
Cytera Communications, LLC	VMware, Inc.	Service Schedule	0	Yes
Cytera Communications, LLC	VMware, Inc.	Statement of Work - Execution Date - 10/19/2017	0	Yes
Cytera Communications, LLC	VOCUS, INC.	Service Order - Effective Date - 01/28/2019	0	Yes
Cytera Communications, LLC	VoiceStep Telecom, LLC	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	VoiceStep Telecom, LLC	Service Order - Effective Date - 03/04/2022	0	Yes
Cytera Communications, LLC	VoiceStep Telecom, LLC	Service Order - Effective Date - 05/13/2020	0	Yes
Cytera Communications, LLC	VoiceStep Telecom, LLC	Service Order - Effective Date - 07/02/2020	0	Yes
Cytera Communications, LLC	VOIS, INC.	Service Agreement - S638189	0	Yes
Cytera Communications Canada, ULC	Volaris Group Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Addendum - Execution Date - 04/19/2013	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Order - Execution Date - 05/26/2016	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Savvis Market Data Feeds SLA Attachment - Community of Int	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Savvis Master Services Agreement - Execution Date - 04/19/20	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Service Order No. 249731 - Execution Date - 04/19/2013	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Service Order No. 284346 - Execution Date - 10/03/2013	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Service Order No. 647730 - Execution Date - 03/03/2016	0	Yes
Cytera Communications, LLC	Volaris Group, Inc.	Service Order No. 755264 - Execution Date - 09/12/2016	0	Yes
Cytera Communications, LLC	Volli Communications	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Volli Communications	CenturyLink Total Advantage Agreement - Monthly Assessme	0	Yes
Cytera Communications, LLC	Volli Communications	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Volli Communications	Service Order - Execution Date - 11/04/2014	0	Yes
Cytera Communications, LLC	Volt Delta Resources	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Volt Delta Resources	Service Agreement - DFW1-B	0	Yes
Cytera Communications, LLC	Volt Delta Resources, LLC	Exhibit A Colocation/Internet Connection SLA - United States	0	Yes
Cytera Communications, LLC	Volt Delta Resources, LLC	LOA - Effective Date - 07/14/2021	0	Yes
Cytera Communications, LLC	Volt Delta Resources, LLC	Order - Execution Date - 01/16/2018	0	Yes
Cytera Communications, LLC	Volt Delta Resources, LLC	Order - Execution Date - 05/01/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytxera Communications, LLC	West Safety Services, Inc.	Service Order - Effective Date - 10/11/2018	0	Yes
Cytxera Communications, LLC	West Safety Services, Inc.	Service Order - Execution Date - 03/07/2023	0	Yes
Cytxera Communications, LLC	West Safety Services, Inc.	Service Order No. 820409 - Execution Date - 11/02/2017	0	Yes
Cytxera Communications, LLC	West Side Advisors	Addendum - Execution Date - 02/08/2011	0	Yes
Cytxera Communications, LLC	West Side Advisors	Savvis Master Services Agreement - Execution Date - 02/07/20	0	Yes
Cytxera Communications, LLC	West Side Advisors	Savvis SLA Attachment - Colocation - Execution Date - 02/10/0	0	Yes
Cytxera Communications, LLC	West Side Advisors	Savvis SLA Attachment - Savvis Temperature and Humidity SL	0	Yes
Cytxera Communications, LLC	West Side Advisors	Service Agreement - S629950	0	Yes
Cytxera Communications, LLC	West Side Advisors	Service Order - Execution Date - 02/08/2011	0	Yes
Cytxera Communications, LLC	Western Sugar Cooperative	Amendment No. 1 to Qwest Total Advantage Agreement - Ex	0	Yes
Cytxera Communications, LLC	Western Sugar Cooperative	Qwest Total Advantage Agreement - Option Z Monthly Asses	0	Yes
Cytxera Communications, LLC	WESTERN SUGAR COOPERATIVE	Service Agreement - DEN1-A	0	Yes
Cytxera Communications, LLC	Western Sugar Cooperative	Service Order - Effective Date - 05/01/2020	0	Yes
Cytxera Communications, LLC	Western Sugar Cooperative	Service Order No. 263908 - Execution Date - 06/25/2013	0	Yes
Cytxera Communications, LLC	Westmoreland Coal	Service Order No. 829198 - Execution Date - 03/23/2018	0	Yes
Cytxera Communications, LLC	Westmoreland Mining LLC	Service Agreement - DEN2-A	0	Yes
Cytxera Communications, LLC	Westmoreland Mining LLC	Service Order - Effective Date - 03/24/2021	0	Yes
Cytxera Communications, LLC	Westmoreland Mining LLC	Service Order - Effective Date - 04/24/2020	0	Yes
Cytxera Communications, LLC	Westmoreland Mining LLC	Service Order - Effective Date - 09/22/2020	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	Agreement - Non Master - Execution Date - 07/18/2016	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	Amendment - Execution Date - 03/31/2016	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	Authorization to Change Preferred Telecommunications Carri	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	CenturyLink Total Advantage Express - Agreement - Summary	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	CENTURYLINK TOTAL ADVANTAGE EXPRESS - AMENDMENT -	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	Order - Execution Date - 03/31/2016	0	Yes
Cytxera Communications, LLC	Westwood Shipping Lines	Service Agreement - PHX1-A	0	Yes
Cytxera Comm. Canada, Inc.	Wheaton Precious Metals Corp.	Service Order - Execution Date - 05/15/2023	0	Yes
Cytxera Communications Canada, ULC	Whipcord Ltd.	Service Agreement - YYZ2-A	0	Yes
Cytxera Comm. Canada, Inc.	Whipcord Ltd.	Service Order - Execution Date - 04/19/2023	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC	Service Agreement - IAD1-B	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC	Service Agreement - IAD1-C	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC	Service Agreement - IAD1-E	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC	Service Agreement - PHX1-A	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC	Service Agreement - PHX2-A	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	LOA - Effective Date - 01/27/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	LOA - Effective Date - 02/09/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Agreement - IAD1-B	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0043069	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048462	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048462	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048462	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048462	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048511	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048511	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0048511	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0056537	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0067510	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0067511	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - CUS0068869	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 01/10/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 01/27/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 02/08/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 02/09/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 02/24/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 02/24/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 02/24/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 02/24/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 03/10/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 03/16/2022	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 06/16/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 06/16/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 07/12/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 07/28/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 07/28/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 07/28/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 07/28/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 07/28/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 08/12/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 08/13/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 08/20/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 08/20/2021	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 08/25/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 09/01/2020	0	Yes
Cytxera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 09/01/2020	0	Yes

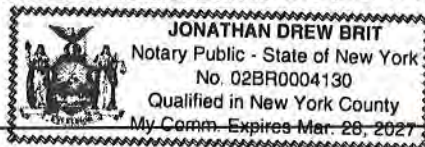
Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 09/01/2020	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 09/01/2020	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 09/01/2020	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 09/01/2020	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 10/18/2021	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 10/18/2021	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 10/21/2021	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 10/21/2021	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Effective Date - 11/19/2020	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Execution Date - 12/09/2022	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Execution Date - 12/14/2022	0	Yes
Cytera Communications, LLC	White Cap Supply Holdings, LLC.	Service Order - Execution Date - 12/15/2022	0	Yes
Cytera Communications, LLC	WhiteHat Security	Order - Execution Date - 05/01/2017	0	Yes
Cytera Communications, LLC	WhiteHat Security	Order - Execution Date - 05/25/2017	0	Yes
Cytera Communications, LLC	Whizkids Tech	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Whizkids Tech	Service Order - Effective Date - 02/28/2020	0	Yes
Cytera Communications, LLC	Whizkids Tech	Service Order - Effective Date - 03/11/2020	0	Yes
Cytera Communications, LLC	Whizkids Tech	Service Order - Effective Date - 04/15/2020	0	Yes
Cytera Communications, LLC	Whizkids Tech	Service Order - Effective Date - 06/29/2021	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	LOA - Effective Date - 11/22/2019	0	Yes
Cytera Communications, LLC	WHOLESALE CARRIER SERVICES	Service Agreement - TPA1-A	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Level Agreement	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Order - CUS0019069	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Order - CUS0019576	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Order - Effective Date - 08/27/2018	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Order - Effective Date - 10/20/2020	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Order - Effective Date - 11/22/2019	0	Yes
Cytera Communications, LLC	Wholesale Carrier Services	Service Order - Effective Date - 12/13/2019	0	Yes
Cytera Communications, LLC	Wilcon	Service Order No. Q-02049-1 - Execution Date - 11/27/2018	0	Yes
Cytera Communications, LLC	Wilcon Operations, LLC	Service Order No. 819703 - Execution Date - 10/12/2017	0	Yes
Cytera Communications, LLC	WildTangent	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	WildTangent	Untitled Document - Execution Date - 12/21/2011	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	CenturyLink Service Level Attachment - Colocation Services Se	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	CenturyLink Total Advantage Agreement - EZ - Monthly Asses	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	CenturyLink Total Advantage Agreement - Option Z Monthly	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Order - Execution Date - 07/07/2017	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Order - Execution Date - 08/19/2016	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Savvis Master Services Agreement - Execution Date - 12/07/2	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Savvis Service Schedule - Execution Date - 12/07/2011	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Savvis SLA Attachment - Colocation/Internet Connection - Ex	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Savvis SLA Attachment - Colocation - Execution Date - 05/31/	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Savvis SLA Attachment - Colocation/Internet Connection SLA	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Level Agreement	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order - Effective Date - 04/29/2021	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order - Effective Date - 07/23/2018	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order - Effective Date - 07/24/2018	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order - Effective Date - 07/25/2018	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order No. 249766 - Execution Date - 01/31/2013	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order No. 291174 - Execution Date - 11/21/2013	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order No. 538120 - Execution Date - 08/26/2015	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order No. 812679 - Execution Date - 07/07/2017	0	Yes
Cytera Communications, LLC	WildTangent, Inc.	Service Order No. 834402 - Execution Date - 07/06/2018	0	Yes
Cytera Technologies, LLC	Willdan Energy Solutions	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Willdan Energy Solutions	Procurement Standard Terms & Conditions	0	Yes
Cytera Management Inc	WILLIS TOWERS WATSON	Engagement / Professional Retention Letter	0	Yes
Cytera Technologies, Inc	Willow Electrical Supply Co. Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Comm. Canada, Inc.	Willson International	CenturyLink Master Services Agreement - Execution Date - 12	0	Yes
Cytera Comm. Canada, Inc.	Willson International	CenturyLink Service Schedule - Execution Date - 12/27/2016	0	Yes
Cytera Communications Canada, ULC	Willson International	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Willson International	Service Level Agreement	0	Yes
Cytera Comm. Canada, Inc.	Willson International	Service Order No. 797183 - Execution Date - 12/22/2016	0	Yes
Cytera Comm. Canada, Inc.	Willson International	Service Order No. 797184 - Execution Date - 12/22/2016	0	Yes
Cytera Comm. Canada, Inc.	Willson International	Service Order No. 807137 - Execution Date - 04/10/2017	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 01/10/2022	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 02/14/2022	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 02/15/2019	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 02/15/2019	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 03/26/2021	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 05/09/2022	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 07/06/2022	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 10/23/2018	0	Yes
Cytera Communications, LLC	Wilshire Advisors LLC	Service Order - Effective Date - 10/23/2018	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	WKFS - Infrastructure	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	WKFS - Infrastructure	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	WOLFRAM RESEARCH	Service Agreement - S638080	0	Yes
Cytera Communications, LLC	Wolverine Trading Technologies, LLC	Agreement - Non Master - Execution Date - 05/14/2014	0	Yes
Cytera Communications, LLC	Wolverine Trading Technologies, LLC	CenturyLink Master Services Agreement - Execution Date - 05/0	0	Yes
Cytera Communications, LLC	Wolverine Trading Technologies, LLC	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	Womble Bond Dickinson LLP	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Womble Bond Dickinson LLP	Service Order - Effective Date - 08/16/2021	0	Yes
Cytera Management Inc	Workiva Inc.	Statement of Work	0	Yes
Cytera Communications, LLC	Workstream Inc.	Service Agreement - YYZ1-A	0	Yes
Cytera Technologies, Inc	World Fuel Services, Inc.	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	World Fuel Services, Inc.	Procurement Standard Terms and Conditions	0	Yes
Cytera Technologies, Inc	World Fuel Services, Inc.	Vendor agreement dated 08 / 15 / 2023	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - CUS0003303	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - CUS0003448	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - CUS0021991	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - Effective Date - 01/08/2019	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - Effective Date - 03/04/2020	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - Effective Date - 03/23/2022	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc	Service Order - Effective Date - 08/08/2018	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc.	Order - Execution Date - 02/23/2018	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc.	Service Order No. 824831 - Execution Date - 01/08/2018	0	Yes
Cytera Communications, LLC	World Travel Holdings, Inc.	Service Order No. 829400 - Execution Date - 03/26/2018	0	Yes
Cytera Data Centers, Inc	World Wide Technology, LLC	Master Purchase Agreement	0	Yes
Cytera Data Centers, Inc	World Wide Technology, LLC	Mutual Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	WorldAPP, Inc	Service Agreement - BOS1-A	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Order - Execution Date - 05/19/2017	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Service Order - CUS0007040	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Service Order - Effective Date - 01/04/2019	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Service Order - Effective Date - 03/25/2019	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Service Order - Effective Date - 03/26/2019	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Service Order - Effective Date - 03/27/2019	0	Yes
Cytera Communications, LLC	WorldAPP, Inc.	Service Order - Effective Date - 12/03/2018	0	Yes
Cytera Communications, LLC	Worldpay US INC	Service Agreement - S638120	0	Yes
Cytera Communications, LLC	Worldsite.WS	Addendum - Execution Date - 04/14/2010	0	Yes
Cytera Communications, LLC	Worldsite.WS	Savvis Master Services Agreement - Execution Date - 04/14/20	0	Yes
Cytera Communications, LLC	Worldsite.WS	Savvis Service Level Attachment - Colocation Services Service	0	Yes
Cytera Communications, LLC	Worldsite.WS	Savvis SLA Attachment - Colocation - Execution Date - 03/17/	0	Yes
Cytera Communications, LLC	Worldsite.WS	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	Worldsite.WS	Savvis SLA Attachment - Colocation/Internet Connection - Exe	0	Yes
Cytera Communications, LLC	Worldsite.WS	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	Worldsite.WS	Service Level Agreement	0	Yes
Cytera Communications, LLC	Worldsite.WS	Service Order - CUS0006933	0	Yes
Cytera Communications, LLC	Worldsite.WS	Service Order - Effective Date - 03/10/2020	0	Yes
Cytera Communications, LLC	Worldsite.WS	Service Order - Effective Date - 10/17/2019	0	Yes
Cytera Communications, LLC	Worldsite.WS	Service Order No. 281044 - Execution Date - 08/29/2013	0	Yes
Cytera Communications, LLC	WorldStrides	Amendment to CenturyLink Total Advantage Agreement Opti	0	Yes
Cytera Communications, LLC	WORLDSTRIDES	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	WORLDSTRIDES	Service Order - Effective Date - 07/07/2020	0	Yes
Cytera Technologies, Inc	Wortley, Inc. dba Navis Pack & Shop 1062TX	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	Wrettly IT Services	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Wrettly IT Services	Service Order - Effective Date - 06/08/2021	0	Yes
Cytera Communications, LLC	Wrettly IT Services	Service Order - Effective Date - 11/03/2021	0	Yes
Cytera Communications, LLC	Wrettly IT Services	Service Order - Effective Date - 11/08/2021	0	Yes
Cytera Communications, LLC	Wrettly IT Services	Service Order - Effective Date - 11/11/2021	0	Yes
Cytera Communications, LLC	WTB Solutions, Inc	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	WTB Solutions, Inc	Service Order - Execution Date - 02/22/2023	0	Yes
Cytera Communications, LLC	WWF Operating, Co.	Service Order No. 816967 - Execution Date - 08/23/2017	0	Yes
Cytera Technologies, LLC	WWS Surface Maintenance & Support, LLC db	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Communications, LLC	WWS Surface Maintenance & Support, LLC db	Procurement Standard Terms and Conditions	0	Yes
Cytera Communications, LLC	X. L. Global Services, Inc.	Service Order - Execution Date - 11/06/2017	0	Yes
Cytera Communications, LLC	X. L. Global Services, Inc.	Service Order No. 816636 - Execution Date - 08/24/2017	0	Yes
Cytera Communications, LLC	X. L. Global Services, Inc.	Service Order No. 821751 - Execution Date - 11/06/2017	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	629390_CUS0051599_Q-38311__dup4_Q-38311-20210318-	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	LOA - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	LOA - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	LOA - Effective Date - 02/14/2019	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Order - Execution Date - 02/26/2018	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Order - Execution Date - 03/19/2018	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Order - Execution Date - 04/12/2017	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Order - Execution Date - 04/25/2017	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Order - Execution Date - 06/23/2017	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Order - Execution Date - 06/30/2017	0	Yes
Cytera Communications, LLC	X.L. Global Services, Inc.	Service Order - CUS0006376	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Xactware, Inc	Service Order - Effective Date - 06/14/2021	0	Yes
Cytera Communications, LLC	Xactware, Inc	Service Order - Effective Date - 06/19/2020	0	Yes
Cytera Communications, LLC	Xactware, Inc	Service Order - Effective Date - 06/19/2020	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Amendment No.1 to Qwest Total Advantage Agreement - Exe 0	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Assignment of Colocation Services - Execution Date - 02/22/20	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 03/12/2013	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 03/12/2013	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/25/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Order - Execution Date - 05/27/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Qwest Total Advantage Agreement-DM Monthly Assessment	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Agreement - LHR1-A	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order - Execution Date - 09/29/2012	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. 237598 - Execution Date - 09/29/2012	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. 266554 - Execution Date - 07/31/2013	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. 769568 - Execution Date - 11/11/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. 788713 - Execution Date - 11/11/2016	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. 801894 - Execution Date - 02/09/2017	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. 817478 - Execution Date - 09/08/2017	0	Yes
Cytera Communications, LLC	Xactware, Inc.	Service Order No. Q-09728-2 - Execution Date - 02/11/2019	0	Yes
Cytera Communications Canada, ULC	Xentech Ltd	Service Agreement - YYZ1-A	0	Yes
Cytera Comm. Canada, Inc.	Xentech Ltd	Service Order - Execution Date - 01/23/2023	0	Yes
Cytera Communications, LLC	XEVCOM LLC	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	XEVCOM LLC	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	XEVCOM LLC	Service Order - Effective Date - 08/26/2019	0	Yes
Cytera Communications, LLC	Xielos LLC	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	Xielos LLC	Service Order - Execution Date - 12/22/2022	0	Yes
Cytera Communications, LLC	Xifin Inc	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	Xifin Inc	Service Order - Effective Date - 07/30/2020	0	Yes
Cytera Communications, LLC	XL Global Services, Inc.	Order - Execution Date - 03/19/2018	0	Yes
Cytera Communications, LLC	XL Global Services, Inc.	Order - Execution Date - 04/11/2018	0	Yes
Cytera Communications, LLC	XL Global Services, Inc.	Service Order - Execution Date - 11/09/2017	0	Yes
Cytera Communications, LLC	XL Insurance America, Inc.	Insurance Policy - US00130988PR23A - Commercial Property	0	Yes
Cytera Communications, LLC	XL Specialty Insurance Company	Insurance Policy - ELU184568-22 - D&O	0	No
Cytera Communications, LLC	XM SATELLITE RADIO LISTENER	Service Agreement - S638042	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - CUS0005451	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 04/08/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 06/29/2022	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Effective Date - 10/22/2020	0	Yes
Cytera Communications, LLC	XO Communications Services LLC	Service Order - Execution Date - 08/23/2022	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - CMH1-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - EWR2-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - IAD1-C	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - IAD1-F	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - LAX1-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - LAX3-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - ORD1-B	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - SEA1-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - SFO1-B	0	Yes
Cytera Communications, LLC	XO Communications Services, Inc	Service Agreement - SFO2-A	0	Yes

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)	Assigned
Cytera Communications, LLC	Yodlee, Inc.	Service Order - Execution Date - 09/28/2022	0	Yes
Cytera Communications, LLC	Yodlee, Inc.	Service Order No. 815012 - Execution Date - 08/14/2017	0	Yes
Cytera Communications, LLC	Yodlee, Inc.	Service Order No. 828891 - Execution Date - 03/21/2018	0	Yes
Cytera Communications, LLC	York Telecom	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	York Telecom	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	York Telecom	Service Order - Effective Date - 02/25/2019	0	Yes
Cytera Communications, LLC	York Telecom	Service Order - Effective Date - 06/15/2022	0	Yes
Cytera Communications, LLC	York Telecom Corporation	SAVVIS SLA Attachment - Colocation/Internet Connection	0	Yes
Cytera Communications, LLC	York Telecom Corporation	Service Agreement - IAD1-A	0	Yes
Cytera Communications, LLC	York Telecom Corporation	Service Level Agreement	0	Yes
Cytera Communications, LLC	Z Capital Management LLC	Service Agreement - S630785	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 02/23/2022	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 02/23/2022	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 02/23/2022	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 02/23/2022	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 05/14/2021	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 05/14/2021	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 06/01/2021	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 07/08/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 07/21/2021	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 07/27/2018	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 08/22/2018	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 08/31/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 09/08/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 09/10/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 09/10/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 09/28/2018	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 09/28/2021	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 10/12/2021	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 10/26/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 11/18/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 12/05/2018	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Effective Date - 12/06/2020	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 03/02/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/18/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 05/19/2023	0	Yes
Cytera Communications, LLC	Zadara Inc.	Service Order - Execution Date - 12/01/2022	0	Yes
Cytera Communications, LLC	Zadara Storage	Master Services Agreement - Execution Date - 01/18/2018	0	Yes
Cytera Communications, LLC	Zadara Storage	Order - Execution Date - 01/17/2018	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - BOS1-B	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - DEN1-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - DFW1-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - EWR3-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - IAD1-B	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - MSP1-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - ORD2-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - PHX1-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - PHX2-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - SFO1-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - SFO2-B	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Agreement - YYZ1-A	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Level Agreement	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Order No. 833002 - Execution Date - 06/29/2018	0	Yes
Cytera Communications, LLC	Zadara Storage	Service Schedule	0	Yes
Cytera Data Centers, Inc	Zadara Storage Inc.	Front Page	0	Yes
Cytera Communications, LLC	Zadara Storage Inc.	Terms of Service (Reseller Customer)	0	Yes
Cytera Technologies, Inc	ZAG Communications	Mutual Confidentiality and Nondisclosure Agreement	0	Yes
Cytera Management Inc	ZAG Communications	Procurement Standard Terms and Conditions	0	Yes
Cytera Management Inc	ZAG Communications	Service Order A	0	Yes
Cytera Communications, LLC	Zayo	Dark Fiber Services Schedule (5/9/2018)	0	Yes
Cytera Communications, LLC	Zayo	Master Service Agreement (5/9/2018)	0	Yes
Cytera Communications, LLC	Zayo	Service Schedule Ethernet & IP Services (5/9/2018)	0	Yes
Cytera Communications, LLC	Zayo	Wavelength Services Schedule (5/9/2018)	0	Yes
Cytera Communications Canada, ULC	Zayo Canada (Allstream)	Service Agreement - YYZ1-A	0	Yes
Cytera Communications Canada, ULC	Zayo Canada (Allstream)	Service Agreement - YYZ2-A	0	Yes
Cytera Communications Canada, ULC	Zayo Canada Inc	Order Form	0	Yes
Cytera Communications Canada, ULC	Zayo Canada Inc	Order Form	0	Yes
Cytera Data Centers, Inc	Zayo Canada Inc	Order Form	0	Yes
Cytera Data Centers, Inc	Zayo Canada Inc	Order Form	0	Yes
Cytera Data Centers, Inc	Zayo Canada Inc	Order Form	0	Yes

This is **Exhibit "H"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



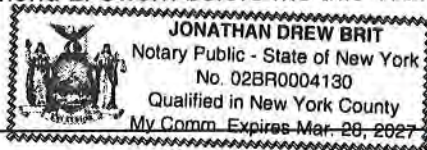
A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

CURE COSTS

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)
Cyxtera Communications Canada, ULC	Garrison DC Holdings Pte	6800 Millcreek Drive, Mississauga - PBB Lease	317,222
Cyxtera Communications Canada, ULC	Neamsby Investments Inc.	4175 14th Avenue, Markham - Lease	205,708

This is **Exhibit "I"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan A. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

KIRKLAND & ELLIS LLP

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*Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**DECLARATION OF RONEN BOJMEL IN
SUPPORT OF CONFIRMATION OF THE FOURTH AMENDED JOINT
PLAN OF REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kcellc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



Pursuant to 28 U.S.C. § 1746, I, Ronen Bojmel, hereby declare as follows under penalty of perjury:

1. I am a Senior Managing Director of Guggenheim Securities, LLC (“Guggenheim Securities”), an investment banking firm with principal offices located at 330 Madison Avenue, New York, New York, 10017. Cyxtera Technologies, Inc. and the other above-captioned debtors and debtors in possession (collectively, the “Debtors”) have retained Guggenheim Securities as their investment banker in the above-captioned Chapter 11 Cases.²

2. I submit this declaration (this “Declaration”) in support of confirmation of the *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 694] (the “Plan”), as amended, supplemented, or otherwise modified from time to time.³ In further support of confirmation of the Plan, the Debtors have filed the *Declaration of Eric Koza In Support of Confirmation of the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Koza Declaration”), and the *Declaration of Roger Meltzer In Support of Confirmation of the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Meltzer Declaration”), each filed contemporaneously herewith.

3. Although Guggenheim Securities is compensated for its work as the Debtors’ investment banker in these Chapter 11 Cases, I am not being compensated separately for this

² On July 17, 2023, the Court entered an order approving the retention of Guggenheim Securities as the Debtors’ investment banker in these Chapter 11 Cases [Docket No. 287].

³ Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, the *Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 552] (the “Disclosure Statement”), the Koza Declaration, the Meltzer Declaration, or the Purchase Agreement (each as defined herein), as applicable.

Declaration or testimony. Except as otherwise indicated herein, all of the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, the information provided to me by Guggenheim Securities professionals involved in advising the Debtors in these Chapter 11 Cases, or information provided to me by the Debtors. If called upon to testify, I could and would testify to the facts set forth herein on that basis. I am over the age of 18 years and am authorized to submit this Declaration.

Qualifications

4. I have more than 25 years of experience, including restructuring-related investment banking experience, handling complex financial and other restructuring matters for a variety of companies (distressed or otherwise, both in and out of court), in a wide spectrum of industries. My areas of expertise include, among other things, (a) advising on financial restructuring execution and strategies, (b) analyzing business plans and related financial projections, (c) developing views on valuations based on practices widely used in the investment banking industry, (d) sizing, structuring, raising, and executing all aspects of financing transactions, including debtor-in-possession and exit financings, and (e) M&A and sale marketing processes.

5. I co-head Guggenheim Securities' investment banking restructuring practice and have been employed at Guggenheim Securities since October 2012. Before joining Guggenheim Securities, I was a Managing Director at Miller Buckfire & Co. for six years, and prior to joining Miller Buckfire & Co., I was a Vice President in the financial restructuring group at Dresdner Kleinwort Wasserstein and its predecessor, Wasserstein Perella.

The Retention of Guggenheim Securities

6. Guggenheim Securities has been engaged as investment banker to the Debtors, and members of my team and I have been working closely with the Debtors, since December 2022. Since being engaged by the Debtors, Guggenheim Securities has rendered investment banking advisory services to the Debtors in connection with the Debtors' evaluation of financing and strategic alternatives in light of their financial position. Additionally, Guggenheim Securities has worked with the Debtors' management and other professionals retained by the Debtors, and has become familiar with the Debtors' capital structure, financial condition, liquidity needs, and business operations.

The Debtors' Marketing Process and Proposed Asset Sale

7. On March 27, 2023, the Debtors, with the assistance of Guggenheim Securities, launched a marketing process to engage third parties concerning a significant investment in or purchase of some or substantially all of the assets and/or equity interests in the Debtors (the "Prepetition Marketing Process"). In the months that followed, and prior to the Petition Date, approximately seventy-five (75) potential financial and strategic partners were contacted to solicit interest in acquiring some or substantially all of the assets and/or interests in the Debtors outside of chapter 11 or structuring a sale or other investment in the Debtors through a chapter 11 plan. As discussed in the Koza Declaration, in parallel with the Prepetition Marketing Process, the Debtors engaged with the Ad Hoc Group to chart a potential value-maximizing path forward. As further described in the Koza Declaration, on May 4, 2023, the Debtors, the Ad Hoc Group, and the Consenting Sponsors entered into a Restructuring Support Agreement that contemplated a dual-track process whereby the Debtors could continue their Prepetition Marketing Process, following the Petition Date, to facilitate discussions with interested parties regarding a potential sale transaction (the "Marketing Process" and together

with the Prepetition Marketing Process, the “Marketing Processes”), while simultaneously pursuing confirmation of a Recapitalization Transaction.

8. As noted in the Disclosure Statement, to facilitate the Marketing Process, the Debtors filed a motion to establish procedures to govern a marketing and auction process designed with the intent to maximize the value for the Debtors’ existing assets and/or equity, by, among other things, allowing the Debtors a reasonable amount of time to solicit, evaluate, and potentially identify a more value-maximizing transaction than the Recapitalization Transaction under the Plan. The Court approved that motion on June 29, 2023, through the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180] (the “Bidding Procedures Order”). Throughout the Marketing Processes and pursuant to the terms of the Bidding Procedures, the Debtors, with the assistance of Guggenheim Securities, contacted and engaged in discussions with numerous potential counterparties, including certain of the Debtors’ existing strategic partners, as well as other potential third-party investors. In total, the Debtors, with the assistance of the Guggenheim Securities, engaged with approximately eighty-eight (88) potential financial and strategic partners and executed approximately forty-five (45) non-disclosure agreements. The parties that executed such non-disclosure agreements were provided access to a virtual data room containing significant diligence materials, as well as, with respect to certain of these parties, through numerous calls and in-person meetings, access to the Debtors’ management and their advisors. Ultimately, the Debtors received non-binding written whole-company proposals from seven (7) parties.

9. Following the receipt of the non-binding written proposals, the Debtors continued to engage with multiple interested parties, including with Phoenix Data Center Holdings LLC (the “Purchaser”), an affiliate of Brookfield Infrastructure Partners L.P. (together as “Brookfield”). As described in the Disclosure Statement, as the Marketing Process progressed, the Debtors, in consultation with the Ad Hoc Group and the official committee of unsecured creditors (the “Committee”), determined that the interest in the Debtors’ assets and/or equity interests warranted an extension of the sale schedule. To that end, the Debtors extended certain deadlines, so as to provide the Debtors with additional time to complete their Marketing Process, to receive and evaluate bids, and, if necessary, to hold an Auction to determine the highest and best bid for some or substantially all of the Debtors’ assets and/or equity interests in Reorganized Cyxtera.

10. As the final bid deadline approached, the Debtors received multiple bids from various third parties; however, the Debtors determined that none of these bids constituted a Qualified Bid. On August 29, 2023, the Debtors filed the *Notice of Cancellation of Auction* [Docket No. 472] notifying parties-in-interest that the Debtors, in accordance with the Bidding Procedures Order and in consultation with the Ad Hoc Group and the Committee, had cancelled the Auction scheduled to occur on August 30, 2023. However, as stated in the Disclosure Statement, the Debtors, with the assistance of their advisors, continued to engage in arm’s-length negotiations with certain bidders (including Brookfield) and their respective advisors to try to enhance their respective proposals.

11. As noted in the Disclosure Statement, notwithstanding the foregoing negotiations, the Debtors maintained their toggle feature under the Plan, which provided that the Debtors would pursue the Recapitalization Transaction unless a more value-maximizing Sale Transaction

materialized with a third party prior to the Sale Transaction Notice Deadline. Specifically, if a higher or otherwise better Sale Transaction materialized prior to the Sale Transaction Notice Deadline, the Plan provided that the Debtors could “toggle” to a Sale Transaction.

The Brookfield Transaction

12. Shortly after solicitation on the Plan commenced, Brookfield and the Debtors came to an agreement in principle on the framework of an Asset Sale transaction. The Debtors then spent the next few weeks negotiating and finalizing an asset purchase agreement memorializing the terms of the asset sale transaction with Brookfield prior to the Sale Transaction Notice Deadline.

13. On November 1, 2023, the Debtors filed a *Notice of Sale Transaction* (the “Sale Notice”) [Docket No. 648] in which the Debtors announced that they had reached an agreement on the terms of the Asset Sale (the “Purchase Agreement”) with the Purchaser, and that, with the consent of the Required Consenting Lenders, they had “toggled” to an Asset Sale under the Plan (the “Brookfield Transaction”). As further described in the Sale Notice, pursuant to the Purchase Agreement, the Purchaser will, among other things, purchase substantially all of the Debtors’ assets in exchange for \$775 million in cash, subject to certain adjustments (the “Asset Sale”). Also, as noted in the Sale Notice, as a result of the Brookfield Transaction, the Debtors estimate that recoveries for Holders of First Lien Claims will be approximately 67.6 percent on account of their First Lien Claims.

14. Further, as noted on Exhibit C to the *Notice of Filing Plan Supplement for the Third Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 650], the Debtors intend to assume and assign certain contracts and leases to the Purchaser in accordance with the

Purchase Agreement. Based on my participation in negotiations regarding the Brookfield Transaction, I believe that the assumption and assignment of these contracts and leases were required by the Purchaser and are an integral component of the Asset Sale and the Purchase Agreement.

15. Additionally, as noted in the *Debtors' Memorandum of Law in Support of the Debtors' Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates pursuant to Chapter 11 of the Bankruptcy Code* (the "Confirmation Brief"), filed contemporaneously herewith, I understand that the Brookfield Transaction is premised on several separate transactions that will allow Brookfield to purchase certain of the Debtors' formerly leased properties. As noted in the Confirmation Brief, I understand that, as a result of these separate transactions, the Debtors' business will emerge from chapter 11 with reduced long-term lease liabilities without the Debtors having to reject those leases.

16. I believe, based on my involvement in connection with the Marketing Processes and my experience as a restructuring investment banker, that the Debtors' Marketing Process provided the Debtors with a reasonable amount of time to solicit and potentially identify and select a higher or otherwise better transaction than the Recapitalization Transaction and, similarly, afforded interested parties a reasonable opportunity to conduct due diligence prior to submitting their proposals or bids. The foregoing view is informed by the duration and scope of the Marketing Processes described above, the due diligence conducted by potential interested parties, the feedback obtained from the parties solicited, as well as from the parties who submitted proposals or competing bids and with whom the Debtors engaged in ensuing negotiations, and the circumstances described herein and in the Disclosure Statement.

17. I understand that the Debtors' Special Committee has determined that the Brookfield Transaction is more value-maximizing than the Recapitalization Transaction. Moreover, I am not presently aware of any other bidder having submitted a bid deemed by the Debtors to be higher or otherwise better, or more viable, than the Brookfield Transaction. In light of this, the duration and scope of the Marketing Processes described above, the due diligence conducted by potential interested parties, the feedback obtained from the parties solicited, as well as from the parties who submitted proposals or bids and with whom the Debtors engaged in ensuing negotiations, and the circumstances described herein and in the Disclosure Statement, it is my view that the Brookfield Transaction is the highest or otherwise best sale transaction presently available to the Debtors under the circumstances of these Chapter 11 Cases.

18. Finally, I assisted the Debtors, along with the Debtors' other advisors, with the negotiation of the key economic terms of the Brookfield Transaction. Based on my observation of and participation in those discussions, the negotiations, in my view, were conducted in good faith and on an arm's length basis. During these discussions, I did not observe conduct that would indicate collusive or otherwise improper activity by Brookfield.

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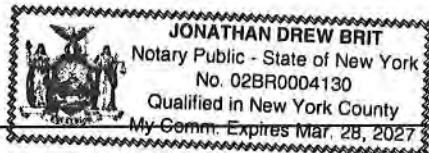
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: November 14, 2023

/s/ Ronen Bojmel

Ronen Bojmel
Senior Managing Director
Guggenheim Securities, LLC

This is **Exhibit "J"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

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Co-Counsel for Debtors and

Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**NOTICE OF FILING OF REVISED
FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER CONFIRMING THE FOURTH AMENDED JOINT PLAN OF
REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



231485323111600000000002

PLEASE TAKE NOTICE that on November 15, 2023, the above-captioned debtors and debtors in possession (the “Debtors”) filed their proposed *Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 703] (the “Confirmation Order”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a revised Confirmation Order attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE a blackline of the revised Confirmation Order against the previously filed version is attached hereto as **Exhibit B**.

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Dated: November 16, 2023

/s/Michael D. Sirota

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EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

**REVISED FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER CONFIRMING THE FOURTH AMENDED JOINT
PLAN OF REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

The relief set forth on the following pages, numbered three (3) through 116, is
ORDERED.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,
Case No. 23-14853-JKS
Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) having:

- a. commenced, on June 4, 2023 (the “Petition Date”), these chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions in the United States Bankruptcy Court for the District of New Jersey (the “Court”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);²
- b. continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- c. obtained, on June 29, 2023, the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180] (the “Bidding Procedures Order” and the procedures attached as Exhibit 1 thereto and approved thereby the “Bidding Procedures”);
- d. obtained, on July 20, 2023, the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 298] (the “Bar Date Order”);
- e. filed, on August 7, 2023, the *Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 372];
- f. filed, on August 15, 2023, the *Disclosure Statement Relating to the Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 407], and the *Debtors’ Motion for Entry of an Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation Procedures, (III) the Forms of Ballots and Notices in*

² Capitalized terms used but not otherwise defined in these findings of fact, conclusions of law, and order (collectively, the “Confirmation Order”) have the meanings given to them in the *Fourth Amended Joint Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, attached hereto as Exhibit A (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto). The rules of interpretation set forth in Article I.B of the Plan apply to this Confirmation Order.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

Connection Therewith, and (IV) Certain Dates with Respect Thereto [Docket No. 408];

- g. filed, on August 29, 2023, the *Notice of Cancellation of Auction* [Docket No. 472];
- h. filed, on September 13, 2023, the *Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 501] and the *Disclosure Statement Relating to the Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 502];
- i. filed, on September 24, 2023, the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 551] and the *Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 552] (the “Disclosure Statement”).
- j. obtained, on September 26, 2023, entry of the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation Procedures, (III) the Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [Docket No. 563] (the “Disclosure Statement Order”) approving the Disclosure Statement, solicitation and voting procedures (the “Solicitation and Voting Procedures”), and related notices, forms, and ballots (collectively, the “Solicitation Packages”) and related dates and deadlines;
- k. caused the Solicitation Packages and notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan to be distributed on September 28, 2023, (collectively, the “Solicitation Date”), in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Disclosure Statement Order, and the Solicitation and Voting Procedures, as evidenced by, among other things, the *Certificate of Service* [Docket No. 592] (the “Solicitation Certificate”);
- l. caused, on October 2, 2023, the notice of hearing to consider confirmation of the Plan (the “Confirmation Hearing,” and such notice, the “Confirmation Hearing Notice”) to be published in the *New York Times* (national edition), as evidenced by the *Proof of Publication* [Docket No. 572] (the “New York Times Publication Affidavit”);

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

- m. caused, on October 3, 2023, the Confirmation Hearing Notice to be published in the *Financial Times*, as evidenced by the *Affidavit of Publication* [Docket No. 573] (the “Financial Times Publication Affidavit,” and together with the New York Times Publication Affidavit, the “Publication Affidavits”);
- n. filed, on October 19, 2023, the *Notice of Amended Confirmation Dates* [Docket No. 598] (the “Notice of Amended Timeline”);
- o. filed, on October 26, 2023, the *Notice of Amended Confirmation Dates* [Docket No. 639] (the “Second Notice of Amended Timeline”);
- p. filed, on October 30, 2023 the *Notice of Amended Confirmation Dates* [Docket No. 645] (the “Third Notice of Amended Timeline” and, together with the Notice of Amended Timeline and the Second Notice of Amended Timeline, the “Notices of Amended Timeline”);
- q. filed, on November 1, 2023, the *Notice of Sale Transaction* [Docket No. 648] (the “Sale Transaction Notice”);
- r. caused the Sale Transaction Notice to be distributed on November 2, 2023, as evidenced by the *Certificate of Service* [Docket No. 684] (the “Sale Transaction Notice Certificate”);
- s. filed, on November 2, 2023, the *Third Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 649];
- t. filed, on November 3, 2023, the *Notice of Filing Plan Supplement for the Third Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 650];
- u. obtained, on November 13, 2023, the *Order (I) Approving the Bid Protections and (II) Granting Related Relief* [Docket No. 687] (the “Bid Protections Order”);
- v. filed, on November 13, 2023, the *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 694] (the “Plan”);
- w. filed, on November 14, 2023, the *Debtors’ Memorandum of Law in Support of the Debtors’ Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies,*

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 695] (the “Confirmation Brief”);

- x. filed, on November 14, 2023, the *Declaration of Eric Koza in Support of Confirmation of the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 696] (the “Koza Declaration”);
- y. filed, on November 14, 2023, the *Declaration of Roger Meltzer in Support of Confirmation of the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 697] (the “Meltzer Declaration”);
- z. filed, on November 14, 2023, the *Declaration of Ronen Bojmel in Support of Confirmation of the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 698] (the “Bojmel Declaration” and together with the Koza Declaration and the Meltzer Declaration, the “Declarations”);
- aa. filed, on November 14, 2023, the *Declaration of James Lee with Respect to the Tabulation of Votes on the Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 699] (the “Voting Report”); and
- bb. filed, on November 16, 2023, the *First Amended Notice of Filing Plan Supplement for the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 713] (as amended, modified, or supplement from time to time, the “Plan Supplement”).

This Court having:

- a. entered the Bidding Procedures Order on June 29, 2023;
- b. entered the Disclosure Statement Order on September 26, 2023 [Docket No. 563];
- c. entered the Bid Protections Order on November 13, 2023 [Docket No. 687];
- d. set November 7, 2023, at 4:00 p.m. (prevailing Eastern Time) as the deadline for filing objections to confirmation of the Plan (the “Objection Deadline”);
- e. set November 7, 2023, at 4:00 p.m. (prevailing Eastern Time) as the deadline to vote on the Plan (the “Voting Deadline”);

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

- f. set November 14, 2023, as the deadline to file the Confirmation Brief and the Voting Report and reply to objections to confirmation of the Plan;
- g. set November 16, 2023, at 2:00 p.m. (prevailing Eastern Time) as the date and time for the commencement of the Confirmation Hearing in accordance with rules 3017 and 3018 of the Bankruptcy Rules, rule 3018-1 of the Local Rules, and sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code;
- h. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Report, the Declarations, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;
- i. held the Confirmation Hearing on November 16, 2023, at 2:00 p.m. (prevailing Eastern Time);
- j. heard the statements and arguments made by counsel with respect to Confirmation;
- k. considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing;
- l. overruled any and all objections to the Plan and Confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated; and
- m. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, the Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of the Chapter 11 Cases and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

Hearing including, without limitation, the Declarations establish just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following findings of fact, conclusions of law, and order:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008, to entry of a final order by the Court in connection with Confirmation to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,
Case No. 23-14853-JKS
Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

Constitution. Venue in this Court was proper as of the Petition Date and continues to be proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

C. Eligibility for Relief.

3. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases.

4. On the Petition Date, the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On June 6, 2023, the Court entered the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 71] authorizing the joint administration of the Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

E. Appointment of the Committee.

5. On June 21, 2023, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) to represent the interests of the unsecured creditors of the Debtors in the Chapter 11 Cases [Docket No. 133].

F. The Bar Dates.

On July 20, 2023, the Bankruptcy Court entered the Bar Date Order, setting (a) August 15, 2023, as the last day for filing Proofs of Claim (including Proofs of Claim for

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Debtors:	CYXTERA TECHNOLOGIES, INC., <i>et al.</i> ,
Case No.	23-14853-JKS
Caption of Order:	Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

Claims arising under Section 503(b) of the Bankruptcy Code) against the Debtors that arose (or was deemed to have arisen) before the Petition Date and (b) December 1, 2023, as the last day for filing Proofs of Claim of Governmental Unit (as defined in section 101(27) of the Bankruptcy Code).

G. Plan Supplement.

6. On November 3, 2023, the Debtors filed the Plan Supplement with the Court. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filings in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of the Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement. All documents included in the Plan Supplement (including, but not limited to, Exhibit C thereof) are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the consent rights set forth therein and in the other Definitive Documents, including the Purchase Agreement, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date, subject to compliance with the Bankruptcy Code and the Bankruptcy Rules; *provided* that no such alteration, amendment, update, or modification shall be inconsistent with the terms of this Confirmation Order or the Plan.

H. Modifications to the Plan.

7. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan since the commencement of Solicitation described or set forth herein constitute technical changes or changes with respect to particular Claims or Interests made pursuant to the agreement

(Page | 11)

Debtors:	CYXTERA TECHNOLOGIES, INC., <i>et al.</i> ,
Case No.	23-14853-JKS
Caption of Order:	Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

of the Holders of such Claims or Interests and do not materially and adversely affect the treatment of any Claims or Interests. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

8. This Confirmation Order contains modifications to the Plan that were made to address objections and informal comments received from parties in interest. Modifications to the Plan since entry of the Disclosure Statement Order, if any, are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Confirmation Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for Confirmation.

I. Objections Overruled.

9. Any resolution or disposition of objections to Confirmation explained or otherwise ruled upon by the Court on the record at the Confirmation Hearing is and/or are hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are hereby overruled on the merits.

J. Disclosure Statement Order.

10. On September 26, 2023, the Court entered the Disclosure Statement Order [Docket No. 563], which, among other things, fixed October 26, 2023, at 4:00 p.m. (prevailing Eastern Time) as the Objection Deadline and the Voting Deadline and fixed November 6, 2023,

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*,

Case No. 23-14853-JKS

Caption of Order: Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Chapter 11 Plan of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code

at 10:00 a.m. (prevailing Eastern Time) as the date and time for the Confirmation Hearing. The Debtors' use of the Disclosure Statement to solicit votes to accept or reject the Plan was authorized by the Disclosure Statement Order. On October 19, 2023, the Debtors amended the confirmation schedule in the Disclosure Statement, by filing the Notice of Amended Timeline, including by extending the Objection Deadline and the Voting Deadline to November 2, 2023, at 4:00 p.m. (prevailing Eastern Time) and fixing November 16, at 2:00 p.m. (prevailing Eastern Time) as the date and time for the Confirmation Hearing. On October 26, 2023, the Debtors again amended the confirmation schedule in the Disclosure Statement, by filing the Second Notice of Amended Timeline, including by extending the Objection Deadline and the Voting Deadline to November 6, 2023. On October 30, 2023, the Debtors once again amended the confirmation schedule in the Disclosure Statement, by filing the Third Notice of Amended Timeline, including by extending the Objection Deadline and the Voting Deadline to November 7, 2023.³

K. Notice.

11. As evidenced by the Solicitation Certificate, the Publication Affidavits, the Sale Transaction Notice Certificate, and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the Petition Date, the Plan, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Packages, the Sale Transaction Notice, the Confirmation Hearing Notice, the Plan Supplement, and all the other materials that the Debtors distributed in

³ See Notices of Amended Timeline.

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connection with the Confirmation of the Plan are in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”), and the procedures set forth in the Disclosure Statement Order. The Debtors provided due, adequate, and sufficient notice of the Voting Deadline and Objection Deadline, the Confirmation Hearing (as may be continued from time to time), and any applicable bar dates and hearings described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order. No other or further notice is or shall be required.

L. Solicitation.

12. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and the Solicitation Packages provided the opportunity for voting creditors to opt out of the releases. Such solicitation complied with sections 1125 and 1126 and all other applicable sections of the Bankruptcy Code, rules 3017, 3018, and 3019 of the Bankruptcy Rules, the Disclosure Statement Order, the Local Rules, and all other applicable rules, laws, and regulations.

13. The period during which the Debtors solicited acceptances of or rejections to the Plan was a reasonable and sufficient period of time for each holder in the Voting Classes to make an informed decision to accept or reject the Plan.

M. Service of Opt-Out Form.

14. The process described in the Voting Report that the Debtors and the Claims and Noticing Agent followed to identify the relevant parties on which to serve the applicable Ballot

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or Notice of Non-Voting Status and Opt Out Form (each as defined in the Solicitation and Voting Procedures) and to distribute the Notice of Non-Voting Status and Opt Out Forms (i) is consistent with the industry standard and (ii) was reasonably calculated to ensure that each Holder of Claims and Interests in each Class was informed of its ability to opt out of the Third-Party Release and the consequences for failing timely to do so. For the avoidance of doubt, any party that elected in the Notice of Non-Voting Status and Opt Out Form to opt out of the Third-Party Release and timely submitted such election to the Claims and Noticing Agent in accordance with the applicable Solicitation Packages prior to any deadline to submit a Ballot, whether under any original or extended deadline, shall be neither a Released Party nor a Releasing Party under the Plan.

N. Voting Report.

15. Before the Confirmation Hearing, the Debtors filed the Voting Report. The Voting Report was admitted into evidence during the Confirmation Hearing. The procedures used to tabulate ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

16. As set forth in the Plan, Holders of Claims in Class 3 and Class 4 (collectively, the “Voting Classes”) were eligible to vote on the Plan in accordance with the Solicitation and Voting Procedures. Holders of Claims in Class 1 and Class 2 (collectively, the “Deemed Accepting Classes”) are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Holders of Claims in Class 6 and Holders of

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Interests in Class 7 are either Unimpaired and conclusively presumed to have accepted the Plan or Impaired and conclusively deemed to reject the Plan and, therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 5 and Holders of Interests in Class 8 (collectively, the “Deemed Rejecting Classes”) are Impaired and entitled to no recovery under the Plan and are, therefore, deemed to have rejected the Plan.

17. As evidenced by the Voting Report, Class 3 and Class 4 each voted to accept the Plan in accordance with section 1126 of the Bankruptcy Code.

O. Bankruptcy Rule 3016.

18. The Plan and all modifications thereto were dated and identified the entities submitting such modification, thus satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and the Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined, released, and exculpated and identify the entities that will be subject to the injunction, releases, and exculpations, thereby satisfying Bankruptcy Rule 3016(c).

P. Burden of Proof.

19. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Further, the Debtors have proven the elements of sections 1129(a) and 1129(b) by clear and convincing evidence. Each witness who testified on behalf of the Debtors in connection with Confirmation, including those

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who testified via written declaration, was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

Q. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

20. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

a. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code.

21. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

i. Sections 1122 and 1123(a)(1)—Proper Classification.

22. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into eight different Classes based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, Restructuring Expenses, and Receivables Program Claims, which are addressed in Article II of the Plan and are not required to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of such Claims and Interests, and such classifications were not implemented for any improper purpose and do not unfairly discriminate between or among Holders of Claims and Interests.

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23. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

ii. Section 1123(a)(2)—Specification of Unimpaired Classes.

24. Article III of the Plan specifies that Claims and Interests, as applicable, in Classes 1 and 2 are Unimpaired under the Plan, within the meaning of section 1124 of the Bankruptcy Code. Holders of Claims in Class 6 and Holders of Interests in Class 7 are either Unimpaired and conclusively presumed to have accepted the Plan or are Impaired and deemed to reject the Plan and, in either event, are not entitled to vote to accept or reject the Plan. Additionally, Article II of the Plan specifies that, although not classified under the Plan, Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, Restructuring Expenses, and Receivables Program Claims will be paid in full or otherwise unimpaired in accordance with the terms of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

iii. Section 1123(a)(3)—Specification of Treatment of Impaired Classes.

25. Article III of the Plan specifies that Claims and Interests, as applicable, in Classes 3, 4, 5, and 8 are Impaired under the Plan, within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

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iv. Section 1123(a)(4)—No Discrimination.

26. Article III of the Plan provides for the same treatment to each Claim or Interest in each respective Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

v. Section 1123(a)(5)—Adequate Means for the Plan’s Implementation.

27. The Plan and the various documents included in the Plan Supplement provide adequate and proper means for the Plan’s execution and implementation, including: (i) the good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan; (ii) authorization for the Debtors and the Purchaser or a Designee to take all actions necessary to consummate the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan, including any restructuring transaction steps set forth in the Plan Supplement; (iii) the funding and sources of consideration for the Plan distributions; (iv) preservation of the Debtors’ corporate existence following the Effective Date (except as otherwise provided in the Plan); (v) the vesting of the Estates’ assets in the respective Post-Effective Date Debtors; (vi) the cancellation of existing agreements and Interests; (vii) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the Asset Sale and other transactions contemplated by the Plan; (viii) the assumption of certain employment obligations; (ix) the preservation of certain Claims and Causes of Action not released pursuant to the Plan; (x) the closing of certain of the Chapter 11 Cases; (xi) consummation of the Sale Transaction and entry into and performance under the Purchase Agreement and related

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documents; (xii) appointment of the Plan Administrator; (xiii) winding down of the Debtors' estates following consummation of the Asset Sale; (xiv) creation of the GUC Trust and entry into and performance under the GUC Trust Agreement; and (xv) preservation of the D&O Liability Insurance Policies. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Section 1123(a)(6)—Non-Voting Equity Securities.

28. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code because it does not provide for the issuance of new equity interests. Art. IV.C.4. To the extent the beneficial interests in the GUC Trust are deemed to be "securities" as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws, the beneficial interests shall not be non-voting equity securities. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

vii. Section 1123(a)(7)—Directors, Officers, and Trustees.

29. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Article IV.I of the Plan discharges all of the Debtors' directors from their duties effective as of the Effective Date without any further action. In addition, Article IV.D.4 of the Plan provides that, on the Effective Date, the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The manner for selection of the Plan Administrator is set forth in the Plan and Plan Supplement. The selection of Eugene Davis as the Plan Administrator complies with the Plan and is consistent with the interests of

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Holders of Claims and Interests and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b)—Discretionary Contents of the Plan.

30. The Plan's discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

i. Impairment/Unimpairment of Any Class of Claims or Interests.

31. Pursuant to the Plan, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

ii. Assumption and Rejection of Executory Contracts and Unexpired Leases.

32. Article V of the Plan provides that pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be (i) assumed or assumed and assigned to the Purchaser or a Designee⁴ in accordance with the Purchase Agreement, as applicable, if it is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (ii) assumed and assigned to the Purchaser or a Designee in accordance with the Purchase Agreement if it is not

⁴ “Designee” means any Person (as defined in the Purchase Agreement) that is properly designated by Purchaser in accordance with Section 1.7 of the Purchase Agreement, which, for the avoidance of doubt, will include certain affiliates of Digital Realty Trust, Inc. Digital Singapore Jurong East Pte. Ltd. is a Designee with respect to the Singapore Transaction (as defined in the Purchase Agreement). InterXion Deutschland GmbH and Digital Greenfield B.V. are Designees with respect to the Germany Transaction (as defined in the Purchase Agreement). In the event the parties exercise their option to pursue the UK Transaction, Purchaser may further designate an affiliate of Digital Realty Trust, Inc. as a Designee for the UK Transaction.

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listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and does not relate exclusively to Excluded Assets or Excluded Liabilities; or (iii) rejected if it is (a) listed on the Schedule of Rejected Executory Contracts and Unexpired Leases or (b) not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and relates exclusively to Excluded Assets or Excluded Liabilities. For the avoidance of doubt, the foregoing shall not affect any Executory Contract or Unexpired Lease that is (i) explicitly designated by the Plan or the Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with the Confirmation of the Plan; (ii) subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iii) a D&O Liability Insurance Policy; or (iv) a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to affiliates or Designees.

33. Article V.D of the Plan provides that, unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection (an “Executory Contract Objection”) filed by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment, including pursuant to the Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption or Rejection Objection Deadline, or any other deadline that may be set by the Court.

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34. The Debtors' determinations regarding the assumption and rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, Holders of Claims, and other parties in interest in these Chapter 11 Cases.

iii. Compromise and Settlement.

35. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided under the Plan and with the support of the various creditors, stakeholders, and other parties in interest, including the Committee, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, Causes of Action, as applicable, and controversies released, settled, compromised, or otherwise resolved pursuant to the Plan. Those settlements and compromises are fair, equitable, and reasonable and approved as being in the best interests of the Debtors and their Estates.

iv. Debtor Release.

36. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, the releases of claims and Causes of Action by the Debtors described in Article VIII.C of the Plan (the "Debtor Release") represent a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019. The Debtors' pursuit of any such claims against the Released Parties is not in the best interests of the Estates' various constituencies because the costs involved would likely outweigh any potential benefit from pursuing such claims. The Debtor Release is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

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37. Creditors in Class 3 and Class 4 have voted in favor of the Plan, including the Debtor Release. The Plan, including the Debtor Release, was negotiated at arm's-length and in good faith by sophisticated parties represented by able counsel and financial advisors. Therefore, the Debtor Release is the result of an arm's-length negotiation process.

38. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process. Specifically, the Released Parties under the Plan—including (i) each Debtor; (ii) each Post-Effective Date Debtor; (iii) each Consenting Stakeholder; (iv) each Releasing Party; (v) each Agent; (vi) each DIP Lender; (vii) the Purchaser; (viii) the Committee and each member of the Committee; (ix) each current and former Affiliate of each Entity in clause (i) through the following clause (x); (x) each Related Party of each Entity in clause (i) through this clause (x)—made significant concessions and contributions to the Debtors' Chapter 11 Cases, including, as applicable, (i) negotiating and actively supporting the Plan and the Chapter 11 Cases, (ii) providing necessary liquidity for the Debtors during the Chapter 11 Cases, (iii) settling and compromising substantial rights and claims against the Debtors under the Plan, and (iv) proposing, negotiating in good faith, and ultimately consummating the value-maximizing Sale Transaction contemplated by the Plan and the Purchase Agreement for the benefit of the Debtors, their Estates, and all parties in interest.

39. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interests of the

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Debtors and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors the Post-Effective Date Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. In addition, the Special Committee conducted an independent investigation into certain historical transactions and determined that the Debtors did not have any colorable claims or causes of action that it would be in the best interests of the Debtors or their Estates to pursue. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is approved.

v. Release by Holders of Claims and Interests.

40. The release by the Releasing Parties (the "Third-Party Release"), set forth in Article VIII.D of the Plan, is an essential provision of the Plan. The Third-Party Release was critical in incentivizing the Released Parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The Third-Party Release is: (i) consensual, (ii) in exchange for the good and valuable consideration provided by the Released Parties, (iii) a good-faith settlement and compromise of the claims and Causes of Action released by the Third-Party Release, (iv) in the best interests of the Debtors, their Estates, and their stakeholders and is important to the overall objectives of the Plan to finally resolve certain Claims among or against certain parties in interest in the Chapter 11 Cases, (v) fair, equitable, and reasonable, (vi) given and made after due notice and opportunity for hearing, (vii) a bar to any of the Releasing Parties asserting any claim or Cause of

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Action released by the Third-Party Release against any of the Released Parties, and (viii) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

41. The Third-Party Release is consensual because: (i) the Releasing Parties were provided adequate notice of the chapter 11 proceedings, the Plan, and the deadline to object to confirmation of the Plan; (ii) except for Holders of Claims that vote to accept the Plan, all Holders of Claims or Interests were given the opportunity to opt out of the Third-Party Release; and (iii) the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, and the Ballots. Among other things, the Plan provides appropriate and specific disclosure with respect to the claims and Causes of Action that are subject to the Third-Party Release, and no other disclosure is necessary. The Debtors, as evidenced by the Solicitation Certificate, sent the Confirmation Hearing Notice to Holders of Claims, sent notice of the Third-Party Release to the Holders of Claims and Interests, and published such notice in the New York Times and Financial Times on October 2, 2023, and October 3, 2023, respectively. No other notice is necessary.

42. There is an identity of interests between the Debtors and the entities that will benefit from the Third-Party Release. Each of the Released Parties, as stakeholders and critical participants in the Debtors' Chapter 11 Cases and the Plan process, share a common goal with the Debtors in seeing the Plan, including the Sale Transaction, succeed. The scope of the Third-Party Release is also appropriately tailored to the facts and circumstances of the Chapter

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11 Cases. For the reasons set forth above, each of the Released Parties has also made significant concessions and contributions to the Debtors' Chapter 11 Cases.

43. In light of the foregoing, the Third-Party Release is approved in its entirety.

vi. Exculpation.

44. The exculpation provisions set forth in Article VIII.E of the Plan are essential to the Plan. The record in the Chapter 11 Cases fully supports the exculpation and the exculpation provisions set forth in Article VIII.E of the Plan, which are appropriately tailored to protect the Exculpated Parties from unnecessary litigation and contain appropriate carve outs for actual fraud, willful misconduct, or gross negligence.

vii. Injunction.

45. The injunction provisions set forth in Article VIII.F of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Sale Transaction, the transfer of the Acquired Assets to the Purchaser or a Designee free and clear of all claims and interests, the discharge, the Debtor Release, the Third-Party Release, and the exculpation provisions in Article VIII of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

viii. Gatekeeper Provision.

46. Article VIII.F of the Plan, as modified by paragraph 44 of section II hereof, contains a provision that states no Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that is subject to, or is reasonably likely to be

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subject to, Article VIII.C, Article VIII.D, or Article VIII.E of the Plan, without the Bankruptcy Court first determining that such Claim or Cause of Action was not subject to Article VIII.C, Article VIII.D, or Article VIII.E of the Plan and specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party (the “Gatekeeper Provision”). The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a claim or Cause of Action constitutes a direct or derivative claim, is colorable and, only to the extent legally permissible and as provided for in the Plan, shall have jurisdiction to adjudicate the underlying Claim or Cause of Action. The Bankruptcy Court finds that the gatekeeper Provision is a material and necessary term of the Plan. The Bankruptcy Court admitted the testimony of Roger Meltzer, independent director and member of the special committee of the board of directors of Debtor Cyxtera Technologies, Inc., regarding his investigation into potential claims and causes of actions against the Debtors’ Related Parties. Mr. Meltzer credibly provided that, were it not for the inclusion of the Gatekeeper Provision in the Plan, the Debtors or other Released Parties, including the Purchaser, may be bogged down in vexatious, meritless litigation, thereby jeopardizing the consensual Debtor Release and Third-Party Release. Based on the foregoing, the Bankruptcy Court finds that the Gatekeeper Provision is necessary, appropriate, and critical to the effective and efficient administration, implementation, and consummation of the Plan.

ix. Preservation of Causes of Action.

47. Article IV.E of the Plan appropriately provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code.

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48. The Plan provides that all Causes of Action, other than the Causes of Action (i) acquired by the Purchaser or a Designee in accordance with the Purchase Agreement or (ii) released or exculpated (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, shall automatically vest in the Post-Effective Date Debtors. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. Additionally, the Plan and Plan Supplement provide meaningful disclosure with respect to the potential Causes of Action that the Post-Effective Date Debtors and/or Plan Administrator may retain, and all parties in interest received adequate notice with respect to such Causes of Action. The provisions regarding Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their respective Estates, and Holders of Claims and Interests.

x. Sale Transaction.

49. The Plan appropriately provides for the consummation of the Sale Transaction pursuant to the Purchase Agreement and in accordance with section 1123(b)(4) of the Bankruptcy Code. The Plan further provides for the distribution of the proceeds of the Sale Transaction to Holders of Claims and Interests in accordance with the Plan.

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xi. Lien Releases.

50. Except as otherwise provided herein, the Plan, the Purchase Agreement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, as set forth in Article VIII.B of the Plan (the “Lien Releases”). For the avoidance of doubt, any liens, claims, and encumbrances arising under the First Lien Credit Documents or the DIP Documents that may be asserted against a non-Debtor Affiliate shall be fully released and discharged on the Effective Date. The provisions of the Lien Releases are appropriate, fair, equitable, and reasonable and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

xii. Additional Plan Provisions.

51. The other discretionary provisions in the Plan, including the Plan Supplement, are appropriate and consistent with applicable provisions of the Bankruptcy Code, including, without

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limitation, provisions for the allowance of certain Claims and Interests, treatment of D&O Liability Insurance Policies, and the retention of court jurisdiction.

c. Section 1123(d)—Cure of Defaults.

52. Article V.D of the Plan provides for the satisfaction of all Cures under each Executory Contract and Unexpired Lease to be assumed in accordance with sections 365(b)(1) and 1123(b)(2) of the Bankruptcy Code. Any monetary or non-monetary defaults under each assumed Executory Contract or Unexpired Lease shall be satisfied, pursuant to sections 365(b)(1) and 1123(b)(2) of the Bankruptcy Code, by payment of the Cures in Cash, subject to the limitations described in Article V.D of the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any dispute regarding a Cure, the ability of the Post-Effective Date Debtors, the Purchaser, a Designee, or any assignee, as applicable, to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, assumed and assigned, or assigned, as applicable, or any other matter pertaining to assumption, assumption and assignment, or assignment, as applicable, will be determined in accordance with the terms set forth in Article V.D of the Plan and applicable bankruptcy and non-bankruptcy law. As such, the Plan provides that the Debtors will cure or provide adequate assurance that the Debtors will promptly cure defaults with respect to assumed Executory Contracts and Unexpired Leases in accordance with sections 365(b)(1) and 1123(b)(2) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

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53. For the avoidance of doubt, the Purchaser or a Designee shall not have any obligation with respect to any Cure, and the Debtors or the Post-Effective Date Debtors, as applicable, shall pay any Cure as may be determined by Final Order or as otherwise agreed to by the relevant counterparty. To the extent any Cure dispute arises after the Effective Date with respect to an Executory Contract or Unexpired Lease assumed and assigned to the Purchaser or a Designee, the resolution of such Cure dispute shall be the sole responsibility of the Debtors or the Post-Effective Date Debtors, and neither the Purchaser nor the Designee, as applicable, shall have any liability in connection therewith.

d. Section 1129(a)(2)—Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code.

54. The Debtors, as proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code, and, thus, satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

- (i) is eligible to be a debtor under section 109, and a proper proponent of the Plan under section 1121(a), of the Bankruptcy Code;
- (ii) has complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and
- (iii) complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule, and regulation, the Disclosure Statement Order, and all other applicable law, in transmitting the Solicitation Packages, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

55. The Debtors and their agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with respect to the offering, issuance, and

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distribution of recoveries under the Plan and, therefore are not and, on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan so long as such distributions are made consistent with and pursuant to the Plan.

e. Section 1129(a)(3)—Proposal of Plan in Good Faith.

56. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and the record of the Chapter 11 Cases, the Disclosure Statement, the hearing to approve the Disclosure Statement, the Purchase Agreement, and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases.

57. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' directors, officers, and managers, the Purchaser, the Designees, and the other constituencies involved in the Chapter 11 Cases. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serve the public interest, and assure fair treatment of holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed the Chapter 11 Cases with the belief that the Debtors were in need of restructuring, and the Plan was negotiated and proposed with the

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intent to maximize stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

f. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable.

58. Any payment made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan for services or costs and expenses in connection with the Chapter 11 Cases or the Plan and incident to the Chapter 11 Cases, as applicable, has been approved by or is subject to the approval of the Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

g. Section 1129(a)(5)—Disclosure of Directors, Officers, and Managers and Consistency with the Interests of Creditors and Public Policy.

59. Because the Plan provides for the liquidation of the Estates' remaining assets and resignation of the Debtors' officers, directors, and managers, section 1129(a)(5) of the Bankruptcy Code does not apply. To the extent section 1129(a)(5) of the Bankruptcy Code applies to the Post-Effective Date Debtors, the Debtors have satisfied the requirements of this provision by, among other things, disclosing the identity of the Plan Administrator. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

h. Section 1129(a)(6)—Rate Changes.

60. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and, accordingly, will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

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i. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

61. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, and the facts and circumstances of the Chapter 11 Cases, establishes that each Holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors and equity holders, and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

j. Section 1129(a)(8)—Acceptance by Certain Classes.

62. The Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code. The Deemed Accepting Classes are Unimpaired under the Plan and are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. The Voting Classes have voted to accept the Plan. Holders of Intercompany Claims and Interests in Classes 6 and 7 are either Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and conclusively deemed to reject the Plan (to the extent cancelled) and in either event, are not entitled to vote to accept or reject the Plan. The Deemed Rejecting Classes receive no recovery on account of their Claims or Interests pursuant to the Plan and are deemed to have rejected the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies section 1129(b) of the Bankruptcy Code.

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k. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

63. The treatment of Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, Restructuring Expenses, and Receivables Program Claims under Article II of the Plan satisfies the requirements of and complies in all respects with section 1129(a)(9) of the Bankruptcy Code.

l. Section 1129(a)(10)—Acceptance by at Least One Impaired Class.

64. As set forth in the Voting Report, Holders of Claims in Class 3 and Class 4 voted to accept the Plan without regard to the votes of any insiders (as defined in section 101(31) the Bankruptcy Code). As such, there is at least one class of Claims that is Impaired under the Plan and has accepted the Plan, without including any insiders' acceptance of the Plan (as defined in the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

m. Section 1129(a)(11)—Feasibility of the Plan.

65. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The Plan embodies a rational plan for the orderly wind down of the Debtors' estates and the delivery of distributions to holders of Allowed Claims following the consummation of the Sale Transaction. The financial projections attached to the Disclosure Statement and the other evidence supporting the Plan proffered or adduced by the Debtors at or before the Confirmation Hearing filed in connection with the Confirmation Hearing: (i) are reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (ii) utilize reasonable and

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appropriate methodologies and assumptions; (iii) have not been controverted by other persuasive evidence; (iv) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization except as provided in the Plan; and (v) establish that the Debtors and the Post-Effective Date Debtors and their Estates will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

n. Section 1129(a)(12)—Payment of Statutory Fees.

66. Article II.C of the Plan provides that the Debtors shall pay all fees due and payable pursuant to section 1930 of Title 28 of the United States Code before the Effective Date, and on or after the Effective Date, each Post-Effective Date Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of the applicable Debtor's Chapter 11 Case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

o. Section 1129(a)(13)—Retiree Benefits.

67. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Article IV.C.7 of the Plan provides that from and after the Effective Date, all retiree benefits, as defined in section 1114 of the Bankruptcy Code, if any, shall continue to be paid in accordance with applicable law.

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p. Section 1129(a)(14), (15), and (16)—Domestic Support Obligations, Individuals, and Nonprofit Corporations.

68. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

q. Section 1129(b)—Confirmation of Plan Over Nonacceptance of Impaired Classes.

69. Notwithstanding the fact that the Deemed Rejecting Classes have not accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. ***First***, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. ***Second***, the Plan is fair and equitable with respect to the Deemed Rejecting Classes. The Plan has been proposed in good faith, is reasonable, and meets the requirements that (i) no Holder of any impaired Claim or Interest that is junior to such impaired Class will receive or retain any property under the Plan on account of such junior Claim or Interest and (ii) no Holder of a Claim or Interest in a Class senior to such impaired Class is receiving more than 100 percent on account of its Claim or Interest. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in the Deemed Rejecting Classes. ***Third***, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Classes because similarly situated creditors in such Classes that have not accepted the Plan will receive substantially similar treatment on account of their Claim or Interest irrespective of Class. ***Finally***, Holders of Claims in Class 3 and Class 4 voted to accept the Plan in sufficient number and in sufficient amount to

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constitute accepting classes under the Bankruptcy Code. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code and can be confirmed.

r. Section 1129(c)—Only One Plan.

70. The Plan is the only plan filed in the Chapter 11 Cases and, accordingly, section 1129(c) of the Bankruptcy Code is satisfied.

s. Section 1129(d)—Principal Purpose of the Plan is Not Avoidance of Taxes or Section 5 of the Securities Act.

71. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. As evidenced by its terms, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act.

t. Section 1129(e)—Not Small Business Cases.

72. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

u. Satisfaction of Confirmation Requirements.

73. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

v. Good Faith.

74. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan is the product of extensive collaboration among the Debtors and key stakeholders and accomplishes this goal. Accordingly, the Debtors or the Post-Effective Date Debtors, as

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appropriate, have been, are, and will continue acting in good faith if they proceed to (i) consummate the Plan, the Asset Sale, and the agreements, settlements, transactions, and transfers contemplated thereby, including the transactions and transfers contemplated by the Purchase Agreement, and (ii) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

w. The Asset Sale.

75. *Notice and Opportunity to Object.* As evidenced by the affidavits and certificates of service and publication notices previously filed with the Court, due, proper, timely, adequate, and sufficient notice of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures, the Asset Sale, the Purchase Agreement, the Sale Transaction, the Plan, the Plan Supplement, the Bid Protections (as defined in the Bid Protections Order), and the Confirmation Hearing have been provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the Bidding Procedures Order to all interested Persons and entities, and such parties had an opportunity to appear, object, and be heard with respect thereto. All parties required to be given notice of the Asset Sale (including the deadline for filing objections to (i) approval of the Asset Sale and (ii) assumption and assignment of Executory Contracts and Unexpired Leases (collectively, the “Assumed Contracts”) in accordance with the Plan and the Purchase Agreement, including any Cures), have been given due, proper, timely, and adequate notice. No other or further notice is required.

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76. *Sufficiency of Marketing.* The Debtors and their professionals conducted a fair, open, and adequate prepetition and postpetition marketing and sale process as set forth in the Bojmel Declaration. The marketing and sale process was non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any Entity to make an offer, and the process conducted by the Debtors obtained the highest or best value for the Debtors' Estates. There was no other transaction available or presented that would have yielded as favorable an economic result for the Debtors' Estates as that provided by the Asset Sale. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective buyers have been afforded a reasonable and fair opportunity to make a higher or otherwise better offer. The marketing and sale process undertaken by the Debtors and their professionals has been adequate and appropriate and reasonably calculated to maximize the value for the benefit of all stakeholders in all respects.

77. *Extensive Efforts by Debtors.* The Debtors have presented credible evidence that they and their professionals explored various strategic alternatives for the Debtors' businesses over an extended period of time and communicated with numerous parties regarding, among other potential transactions, a possible sale of all or substantially all of the Debtors' assets. The Asset Sale is the result of the Debtors' extensive efforts in seeking to maximize recoveries to the Debtors' Estates for the benefit of their creditors.

78. *Compliance with Bidding Procedures.* The Bidding Procedures were substantively and procedurally fair to all parties, including all potential bidders. The Bidding Procedures afforded adequate notice and a full, fair, and reasonable opportunity for any Person to

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make a higher or otherwise better offer to purchase the Acquired Assets. The marketing and sale process undertaken by the Debtors was in compliance with the Bidding Procedures and the Bidding Procedures Order, and the Debtors, the Purchaser, the Designees, and their respective counsel and other advisors have complied with the Bidding Procedures and Bidding Procedures Order in all respects.

79. *Sound Business Purpose; Sale Highest or Best Offer.* Consummation of the Asset Sale constitutes a valid and sound exercise of the Debtors' business judgment, and such acts are in the best interests of the Debtors, the Estates, and the Holders of Claims and Interests and are reasonable and appropriate under the circumstance. This Bankruptcy Court finds that the Debtors have articulated good and sufficient business reasons for the Bankruptcy Court to authorize: (i) the consummation of the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan, (ii) the assumption or assumption and assignment of the assumed Executory Contracts and Unexpired Leases in connection with the Asset Sale and pursuant to the Purchase Agreement; and (iii) the assumption of the Assumed Liabilities (as defined in the Purchase Agreement) in connection with the Asset Sale and pursuant to the Purchase Agreement and sections 1123(a)(5), 1123(b), and 1141(c) of the Bankruptcy Code.

80. Additionally: (i) the Purchaser (and any applicable Designee) submitted the highest and best bid for the Acquired Assets and was designated as the Successful Bidder in accordance with the Bidding Procedures and the Bidding Procedures Order; (ii) the total consideration provided by the Purchaser pursuant to the Purchase Agreement is the highest or best offer available to the Debtors; (iii) the Asset Sale presents the best opportunity to realize the

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maximum value for the Debtors' Estates; (iv) the Purchase Agreement and the consummation of the Asset Sale will provide a greater recovery for the Debtors' creditors than would be provided by any other presently available alternative, including liquidation under chapter 7 or 11 of the Bankruptcy Code; (v) no other Person has offered to purchase the Acquired Assets for greater economic or non-economic value to the Debtors or their Estates; and (vi) the Debtors' consummation of the Asset Sale is reasonable and appropriate under the circumstances.

81. *Arm's-Length Sale and Purchaser's and Designee's Good Faith.* The Purchase Agreement and the Asset Sale were negotiated, proposed, and undertaken by the Debtors and the Purchaser (and any applicable Designee) at arm's length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Sale Transaction with the Purchaser is premised on the success of several separate deals, including the Singapore Transaction and the Germany Transaction (each as defined in the Purchase Agreement) to be implemented with the Designees and that will allow the Purchaser to acquire substantially all of the assets of the Debtors. The Purchaser and any Designee: (i) recognize that the Debtors were free to deal with any other party interested in making an offer, (ii) complied with the Bidding Procedures Order in all respects, and (iii) willingly subjected their bid to the competitive marketing and sale process. All payments to be made by the Purchaser or a Designee and other agreements or arrangements entered into by the Purchaser or a Designee in connection with the Asset Sale have been disclosed. Neither the Debtors nor the Purchaser or a Designee, nor any affiliate of the Purchaser or a Designee, has engaged in collusion or fraud, and the Purchaser or a Designee has not acted in a collusive manner with any Person or entity. As a result of the

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foregoing, each of the Purchaser and any applicable Designee is a “good faith purchaser” and, as such, is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, including in the event this Confirmation Order or any portion thereof is reversed or modified on appeal, and the Purchaser and any applicable Designee have proceeded in good faith in all respects in connection with the Asset Sale specifically and the Chapter 11 Cases generally.

82. *Sale in Best Interests.* The actions represented to have been taken, or to be taken by the Debtors, the Purchaser, and the Designees are appropriate under the circumstances of these Chapter 11 Cases and are in the best interests of the Debtors, their Estates, creditors, and other parties in interest. Approval of the Asset Sale at this time is in the best interests of the Debtors, their Estates, creditors, and other parties in interest.

83. *Title to the Assets.* The assets sought to be transferred and/or assigned, as applicable, by the Debtors to the Purchaser or a Designee pursuant to the Purchase Agreement are property of the Debtors’ Estates, and good title thereto is presently vested in the Debtors’ Estates within the meaning of section 541(a) of the Bankruptcy Code. Except as provided in the Purchase Agreement, the Debtors are the sole and rightful owners of such assets with all rights, title, and interests to the assets.

84. *Free and Clear; Discharge.* On the Effective Date, except as otherwise expressly set forth in the Purchase Agreement, to the fullest extent permitted by sections 1141(b) and (c) of the Bankruptcy Code, other than the Excluded Assets and Excluded Liabilities (each as defined in the Purchase Agreement), all property of the Debtors shall vest in the Purchaser or the applicable Designee, in accordance with the Purchase Agreement, free and clear of all liens,

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claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, mortgages, deeds of trust, pledges, charges, security interests, of whatever kind or nature, rights of first refusal, rights of offset or recoupment, royalties, conditional sales or title retention agreements, hypothecations, preferences, debts, easements, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign domestic governmental entity, taxes (including foreign, state and local taxes), covenants, restrictions, indentures, instruments, leases, options, off-sets, recoupments, claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances and other interests of any kind or nature whatsoever against the Debtors or any of the Debtors’ assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employment or labor law claims or liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against any of the Debtors, any indemnification Claims or Liabilities relating to any act or omission of the Debtors or any other Person prior to the Effective Date or any Excluded Liabilities, any derivative, vicarious, transferee or successor liability claims, alter ego claims, *de facto* merger claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, contingent or matured, liquidated or unliquidated, choate or inchoate, filed or

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unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, legal or equitable, and whether imposed by agreement, understanding, law, equity, or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Acquired Assets or the operation of any of the Debtors' businesses before the Effective Date (collectively, excluding any Assumed Liabilities, the "Encumbrances").

85. *Not an Insider.* As of the date hereof, neither the Purchaser nor the Designees are "insiders" or "affiliates" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Debtors and the Purchaser or a Designee.

86. *Assumption of Contracts.* It is an exercise of the Debtors' reasonable and sound business judgment to assume, assume and assign, and assign the Assumed Contracts in connection with the consummation of the Asset Sale, and the assumption, assumption and assignment, and assignment of the Assumed Contracts is in the best interests of the Debtors, their Estates, creditors, and other parties in interest. The assumption, assumption and assignment, or assignment of the Assumed Contracts (i) allows the Debtors to sell their business to the Purchaser or a Designee as a going concern, (ii) limits the losses suffered by the non-debtor counterparties to the Assumed Contracts (each, a "Counterparty" and collectively, the "Counterparties"), and (iii) maximizes the recoveries to other creditors of the Debtors by

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limiting the amount of claims against the Debtors' Estates by avoiding the rejection of the Assumed Contracts.

87. Anti-assignment provisions in any Assumed Contract—including any provisions requiring rating agency confirmation, “no downgrade” letters, any other third party consent, or of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code—shall not restrict, limit, or prohibit the assumption, assignment, or sale of the Assumed Contracts and are unenforceable anti-assignment provisions in connection with the Asset Sale within the meaning of section 365(f) of the Bankruptcy Code. Provisions in any Assumed Contract requiring the Debtors or applicable counterparty (including the Purchaser or the applicable Designee) to meet a minimum net worth requirement or supply a guarantor meeting any such minimum net worth requirement, or providing for any such similar requirement, shall be deemed to be an anti-assignment provision and shall be unenforceable.

88. *Cure and Adequate Assurance.* The Debtors have cured or demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Effective Date under any of the Assumed Contracts within the meaning of section 365(b)(1)(A) of the Bankruptcy Code. Unless otherwise agreed to by the parties and subject to paragraph 57 of section II hereof, the proposed Cures plus any amounts accruing between the Assumption or Rejection Objection Deadline and the Effective Date are the amounts necessary to “cure” all “defaults” within the meaning of section 365(b) of the Bankruptcy Code under the Assumed Contracts as of the filing of the Plan Supplement. The promise by the Purchaser, the applicable Designee, or the Post-Effective Date Debtors to perform the obligations under their respective

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Assumed Contracts after the Effective Date shall constitute adequate assurance of their future performance of and under each of their respective Assumed Contracts within the meaning of sections 365(b)(1) and 365(f)(2), as applicable. All Counterparties that did not timely file an objection to the assumption or assumption and assignment of their respective Assumed Contract(s) shall be deemed to have consented to the assumption or assumption and assignment, as applicable, thereof. Upon payment of the Cures and subject to paragraph 57 of section II hereof, the Debtors, the Purchaser, and any applicable Designee, as applicable, shall be deemed to have met all requirements of section 365(b) of the Bankruptcy Code with respect to each of the Assumed Contracts.

89. *Authority.* The Debtors: (i) have full power and authority to execute and assume the Purchase Agreement and all other documents contemplated thereby, (ii) possess all of the power and authority necessary to consummate the transactions contemplated by the Purchase Agreement subject to the terms of the Plan and this Confirmation Order, and (iii) have taken all corporate action necessary to authorize and approve the Purchase Agreement, the sale of the assets contemplated therein, and all other actions required to be performed by the Debtors in order to consummate the Asset Sale. No consents or approvals, other than those already obtained or expressly provided for in the Purchase Agreement or this Confirmation Order, are required for the Debtors to consummate the Asset Sale.

90. *No Fraudulent Transfer.* The total consideration provided by the Purchaser and/or a Designee pursuant to the Purchase Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the

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Uniform Fraudulent Conveyance Act, the Uniform Voidable Transfer Act, and any other applicable law, and may not be avoided under section 363(n) of the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable law. The Purchase Agreement was not entered into, and the Asset Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors, the Purchaser, nor any Designee entered into the Purchase Agreement with any fraudulent or other improper purpose. Neither the Debtors, the Purchaser, nor a Designee engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Asset Sale to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, the District of Columbia or any other applicable law. The Purchase Agreement is a valid and binding contract among the Debtors, the Purchaser, and/or any applicable Designee and shall be enforceable pursuant to its terms.

x. Disclosure: Agreements and Other Documents.

91. The Debtors have disclosed all material facts regarding the Plan and with respect to consummation of the Restructuring Transactions, including: (i) the Purchase Agreement; (ii) Plan Administrator Agreement and the identities of the Plan Administrator; (iii) the method and manner of distributions under the Plan; (iv) the adoption, execution, and implementation of the other matters provided for under the Plan, including those involving corporate action to be

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taken by or required of the Debtors or Post-Effective Date Debtors, as applicable; (v) the exemption under section 1146(a) of the Bankruptcy Code; (vi) the retained Causes of Action; and (vii) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

y. Conditions to Effective Date.

92. The Plan shall not become effective unless and until the conditions set forth in Article IX.A of the Plan have been satisfied or waived pursuant to Article IX.B of the Plan.

z. Implementation.

93. All documents and agreements necessary to implement the transactions contemplated by the Plan, including the Purchase Agreement and those contained or summarized in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The documents and agreements are essential elements of the Plan, and entry into and consummation of the transactions contemplated by each such document or agreement are in the best interests of the Debtors, the Estates, and the Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

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aa. Vesting of Assets.

94. Except as otherwise provided in this the Plan, the Confirmation Order, the Purchase Agreement, or any other agreement, instrument, or other document incorporated therein or entered into in connection with or pursuant to the Plan or the Plan Supplement, on the Effective Date, all property of the Estates (other than the GUC Trust Assets) shall vest in the Post-Effective Date Debtors. Such assets shall be held free and clear of all liens, claims, charges, or other encumbrances unless expressly provided otherwise by the Plan or this Confirmation Order. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Post-Effective Date Debtors, the Plan Administrator, and the GUC Trustee shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

bb. Treatment of Executory Contracts and Unexpired Leases.

95. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, the Plan provides for the assumption, assumption and assignment, assignment, or rejection of certain Executory Contracts and Unexpired Leases, effective as of the Effective Date except as otherwise provided therein or in a prior or pending notice, motion, and/or order. The Debtors' determinations regarding the assumption, assumption and assignment, assignment, or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, Holders of Claims and Interests, and other parties in interest in the Chapter 11 Cases.

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cc. Objections.

96. All objections, responses, reservations, statements, and comments in opposition to the Plan, including the Asset Sale and objections to the assumption and assumption and assignment of any executory contracts or unexpired leases, other than those resolved, adjourned, or withdrawn with prejudice prior to, or on the record at, the Confirmation Hearing, are overruled on the merits in all respects. All withdrawn objections, if any, are deemed withdrawn with prejudice. All objections to Confirmation not filed and served prior to the deadline for filing objections to the Plan set forth in the Confirmation Hearing Notice, if any, are deemed waived and shall not be considered by the Court.

97. All parties have had a full and fair opportunity to litigate all issues raised or might have been raised in the objections to Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon reservations of rights as set forth in this Confirmation Order.

R. Provisions Regarding Seacoast National Bank.

98. In accordance with and pursuant to the Purchase Agreement and the Plan, the Debtors will assume, and will assign to the Purchaser, that certain Master Equipment Lease Agreement #32133, dated December 17, 2020, including Equipment Schedule No. 4 (together, the “Seacoast MELA”), originally entered into between Debtors Cyxtera DC Holdings Inc. and Cyxtera Communications LLC (with respect to Equipment Schedule No. 4), as lessees, and Liberty Commercial Finance LLC (“LCF”), as lessor, for which Seacoast National Bank (“Seacoast”) has succeeded to the interests of LCF. The Debtors (a) shall pay all Cure amounts

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owed in connection with the Seacoast MELA in accordance with section 365 of the Bankruptcy Code and (b) until Closing, shall pay all amounts arising under the Seacoast MELA in the ordinary course of business to Seacoast through its designated servicer, Wingspire Equipment Finance, or such other designee that Seacoast will provide in writing to the Debtors. Effective as of the Closing, upon assignment of the Seacoast MELA to the Purchaser, (i) in accordance with and pursuant to the terms of the Purchase Agreement, the Purchaser shall assume all of the Debtors' obligations arising under the Seacoast MELA from and after the date of the Closing, and (ii) the Purchaser will remit all payment obligations directly to Seacoast (and Seacoast shall provide the Purchaser with payment instructions contemporaneous with the Closing). For the avoidance of doubt, the Purchaser is not assuming any guaranty or related obligations of Cyxtera Technologies, Inc. in favor of Seacoast. At or following the Closing, the Purchaser (or the Debtors, as applicable) may assign the Seacoast MELA to a subsidiary or affiliate of Purchaser, *provided* that Purchaser either provides Seacoast with a written guarantee of all obligations under the Seacoast MELA or assumes in writing all liabilities under the Seacoast MELA. The Purchaser may not assign the Seacoast MELA to any other third parties without written consent from Seacoast.

II. ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

A. Confirmation of the Plan.

1. This Confirmation Order confirms the Plan in its entirety as modified herein.

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2. This Confirmation Order approves the Plan Supplement, including the documents contained therein, as they may be amended or supplemented through and including the Effective Date in accordance with and as permitted by the Plan. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order.

3. The terms of the Plan, the Plan Supplement, all exhibits thereto, and this Confirmation Order shall be effective and binding as of the Effective Date on all parties in interest, including, but not limited to, the following: (i) the Debtors; (ii) Holders of DIP Claims; (iii) Holders of Receivables Program Claims; (iv) Holders of First Lien Claims; (v) Holders of General Unsecured Claims; (vi) the Committee; (vii) the Purchaser or a Designee; and (viii) all other Holders of Claims and Interests.

4. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, the Purchase Agreement, or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision, it being the intent of the Court that the Plan, the Plan Supplement, the Purchase Agreement, and any related document, agreement, or exhibit are approved in their entirety.

B. Objections.

5. To the extent that any objections (including any reservations of rights contained therein) to Confirmation, including approval of the Asset Sale, have not been withdrawn, waived, or settled before entry of this Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated on the record of the

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Confirmation Hearing, all such objections (including any reservation of rights contained therein) are hereby overruled in their entirety and on their merits in all respects.

6. All objections to Confirmation, including approval of the Asset Sale, not filed and served prior to the deadline for filing objections to the Plan set forth in the Confirmation Hearing Notice, are deemed waived and shall not be considered by the Court.

C. Approval of the Asset Sale.

7. The Debtors have provided adequate and sufficient notice of the Asset Sale, including the transactions contemplated by the Purchase Agreement, under the facts and circumstances of these cases, including through the Sale Transaction Notice. Upon entry of this Confirmation Order, pursuant to sections 105(a), 363, 1123 and 1141 of the Bankruptcy Code, the Asset Sale set forth in the Purchase Agreement, and all transactions, covenants, agreements, conditions, and releases contemplated thereby, are authorized and approved. The Debtors are authorized, but not directed, to enter into and perform under the Purchase Agreement without further order of this Court. The Debtors, Purchaser, any Designee, and each other party to the Purchase Agreement are hereby authorized, without further order of the Court, to take any and all actions necessary or appropriate to (i) consummate the Asset Sale in accordance with the Plan, the DIP Credit Agreement, the DIP Order, the Purchase Agreement, and this Confirmation Order; (ii) perform, consummate, implement, and close the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Sale pursuant to the Purchase Agreement; (iii) perform, consummate, and implement any preparatory transactions and any other actions as may be necessary or appropriate

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to effect a corporate restructuring of the Debtors' and the Post-Effective Date Debtors' respective businesses or corporate structure in order to effectuate the Asset Sale, including, without limitation, by issuance of any necessary Securities, notes, instruments, certificates, and other documents or any necessary intercompany mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions; and (iv) apply the proceeds of the Asset Sale in accordance with the terms of the DIP Credit Agreement and the Plan. Entry of this Confirmation Order shall constitute approval of the Asset Sale and Purchase Agreement. The Debtors shall report and pay all taxes, including sales tax on any retail-related assets located and sold within the State of California, to the extent lawfully owed as a result of the Asset Sale (*i.e.*, any taxes not exempt under section 1146 of the Bankruptcy Code).

8. The Debtors, the Post-Effective Date Debtors, and the Plan Administrator, as applicable, each acting by and through their respective officers, employees, and agents, as applicable, are authorized to take all reasonable actions required under the Plan, the Plan Supplement, and the Purchase Agreement that are necessary or appropriate to effectuate the Plan and the transactions contemplated therein, including the Asset Sale.

9. Each federal, state, commonwealth, local, foreign, or other governmental agency is directed and authorized to accept for filing and/or recording any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan, the Purchase Agreement, and this Confirmation Order.

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10. The Purchase Agreement and any related documents or other instruments may be modified, amended, or supplemented by the parties thereto, subject to the consent rights set forth therein, in non-material ways in accordance with the terms thereof, without further order of the Court.

11. Notwithstanding anything herein to the contrary but subject in all respects to the Purchase Agreement, effective on and subject to the closing of the Asset Sale (the “Closing,” and the date thereof, the “Closing Date”):

- a. Pursuant to sections 105(a), 363(b), 363(f), 1123(b)(4), and 1141(c) of the Bankruptcy Code, the Acquired Assets shall be transferred to the Purchaser or a Designee free and clear of any and all Liens, Claims, Interests, charges, and other Encumbrances of any kind or nature (except for those Liens, Claims, Interests, charges, or other Encumbrances expressly assumed by the Purchaser pursuant to the terms of the Purchase Agreement);⁵
- b. consistent with the DIP Credit Agreement and the DIP Orders, as applicable, all Liens, Claims, Interests, charges, and other encumbrances on the Acquired Assets securing any obligations of the Debtors or the Post-Effective Date Debtors prior to the Closing shall attach to the proceeds of the Asset Sale, in the order of their priority, with the same validity, force, and effect, if any, that they had against such Acquired Assets prior to the Closing;
- c. neither the Purchaser, a Designee, nor any of their respective affiliates are or shall be deemed to: (i) be legal successors to the Debtors or the Post-Effective Date Debtors or their estates by reason of any theory of law or equity, (ii) have, *de facto* or otherwise, merged with or into the Debtors or the Post-Effective Date Debtors, or (iii) be an alter ego or a mere continuation or substantial continuation or successor of the Debtors or the Post-Effective Date Debtors in any respect;

⁵ For the avoidance of doubt, all capitalized terms used but not defined in this paragraph 11 shall have the meaning ascribed to such terms in the Purchase Agreement.

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d. except as otherwise expressly set forth in the Purchase Agreement, the Purchaser, the Designees, and each of their respective successors, affiliates, and assigns shall have no liability for or obligations with respect to any Encumbrance, and all persons and entities holding Encumbrances are hereby forever barred, estopped, and permanently enjoined from (i) asserting such Encumbrances against the Purchaser, the Designees, and each of their successors, affiliates, assigns, and/or any of their property or the Acquired Assets and (ii) interfering with the Purchaser's or Designees' title to or use and enjoyment of the Acquired Asset based on or related to any Encumbrance;

e. the Purchaser and Designees expressly reserve any and all rights, defenses, and objections with regard to the Assumed Liabilities in accordance with the Purchase Agreement;

f. solely with respect to the Acquired Assets and not with respect to any proceeds thereof, each holder of any Liens, Claims, Interests, charges, and other encumbrances of any kind or nature against the Acquired Assets shall be deemed to have waived and released such Liens, Claims, Interests, charges, and other Encumbrances of any kind or nature, without regard to whether such holder has executed or filed any applicable release. Any such holder of such Liens, Claims, Interests, charges, and other Encumbrances of any kind or nature is directed to execute and deliver any waivers, releases, or other related documentation reasonably requested by the Debtors, the Purchaser, or a Designee to evidence the release of its Liens, Claims, Interests, charges, and other Encumbrances of any kind or nature in the Acquired Assets; *provided* that such documentation does not release any Liens, Claims, Interests, charges, and other encumbrances in the proceeds of the Acquired Assets. Any person or entity that has filed any financing statements, mortgages, deeds of trust, mechanic's liens, lis pendens, or any other documents or agreements evidencing a Lien on the Acquired Assets is directed to deliver to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens that the person or entity has with respect to the Acquired Assets (collectively, the "Release Documents");

g. in the event that such termination statements, instruments of satisfaction, or releases of all Liens are not filed in accordance with the foregoing paragraph, each of the Purchaser and the Designees, as may be applicable, is hereby authorized to (i) execute and file such Release Documents on behalf of such person; (ii) file, register, or otherwise record

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a certified copy of this Confirmation Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Acquired Assets of any kind or nature whatsoever but shall not release any Liens in respect of the proceeds of the Acquired Assets; and (iii) seek in this Court or any other court of competent jurisdiction to compel appropriate persons to execute the appropriate Release Documents; *provided* that, notwithstanding anything in this Confirmation Order or the Purchase Agreement to the contrary, the provisions of this Confirmation Order shall be self-executing, and none of the Debtors, the Plan Administrator, the Post-Effective Date Debtors, or the Purchaser shall be required to execute or file any Release Documents in order to effectuate, consummate, or implement the provisions of this Confirmation Order;

h. this Confirmation Order, if filed, registered, or otherwise recorded, shall be effective as a conclusive determination that all Liens, Claims, Interests, charges, and other Encumbrances of any kind or nature existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected and that such Liens, Claims, Interests, charges, and other Encumbrances have attached to the proceeds of the Acquired Assets, and this Confirmation Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, county, or local government agency, department, or office; *provided* that this Confirmation Order shall be binding and effective regardless of whether any such filing, registration, or recordation occurs;

i. this Confirmation Order is and shall be binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrar of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, county, and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets (all such entities being referred to as "Recording Officers"). Each Recording Officer is authorized, from and after the Effective Date, to strike all recorded Liens (other than Permitted Liens) on or against the Acquired Assets (other than Assumed Liabilities) from their records, official or otherwise, without further order of the Court or act of any Person, in accordance with the Plan, the Purchase

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Agreement, and this Confirmation Order. Each Recording Officer is authorized and directed (i) to file, record, and/or register any and all documents and instruments presented to consummate or memorialize the Asset Sale and (ii) to accept and rely on this Confirmation Order as the sole and sufficient evidence of the transaction set forth herein;

j. no Bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Asset Sale; and

k. the Purchaser and the Designees are good-faith purchasers under section 363(m) of the Bankruptcy Code and, as such, are entitled to all of the protections afforded thereby.

D. No Successor or Other Derivative Liability.

12. By virtue of the Sale Transaction, the Purchaser, any Designee, and each of their respective affiliates, successors, and assigns, in accordance with the Purchase Agreement, shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be consolidated with the Debtors or their Estates; or (iv) be an alter ego or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective Estates, businesses, or operations, or any enterprise of the Debtors, in each case by any law or equity, and, other than as set forth in the Purchase Agreement, the Purchaser has not assumed nor is in any way responsible for any liability or obligation of the Debtors or the Debtors' Estates, except with respect to the Assumed Liabilities. Except as expressly set forth in the Purchase Agreement, the Purchaser and its affiliates, successors, and assigns, including any Designee (and its affiliates, successors, and assigns) in accordance with the Purchase Agreement, shall have no successor, transferee, or vicarious liability of any kind or character, including,

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without limitation, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation, or doctrine, whether known or unknown as of the Closing Date (as defined in the Purchase Agreement), now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors, or any obligations of the Debtors arising prior to the Effective Date, including, without limitation, liabilities on account of any taxes or other Governmental Authority fees, contributions, or surcharges, in each case arising, accruing, or payable under, out of, in connection with, or in any way relating to, the operation of Purchaser or the Purchaser's assets prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date.

13. Except as expressly set forth herein or in the Purchase Agreement, the Purchaser and its respective successors, affiliates, and assigns, including any Designee in accordance with the Purchase Agreement, shall have no liability for any Claim against the Debtors, the Debtors' Estates, a non-Debtor Affiliate, or Excluded Liabilities, whether known or unknown as of the Effective Date, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as a transferee, successor, alter ego, or otherwise, of any kind, nature, or character whatsoever, by reason of any theory of law or equity, including Claims or Excluded Liabilities arising under, without limitation: (i) any employment or labor agreements or the termination thereof relating to the Debtors; (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of or related to any of the Debtors or the Debtors' affiliates or predecessors or any

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current or former employees of any of the foregoing, including, without limitation, the termination of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or more of the Debtors; and (v) any employee, workers' compensation, occupational disease, or unemployment or temporary-disability-related law, including, without limitation, claims that might otherwise arise under or pursuant to: (A) the Employee Retirement Income Security Act of 1974, as amended; (B) the Fair Labor Standards Act; (C) Title VII of the Civil Rights Act of 1964; (D) the Federal Rehabilitation Act of 1973; (E) the National Labor Relations Act; (F) the Worker Adjustment and Retraining Notification Act of 1988; (G) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended; (H) the Americans with Disabilities Act of 1990; (I) the Consolidated Omnibus Budget Reconciliation Act of 1985; (J) the Multiemployer Pension Plan Amendments Act of 1980; (K) state and local discrimination laws; (L) state and local unemployment compensation laws or any other similar state and local laws; (M) state workers' compensation laws; (N) any other state, local, or federal employee benefit laws, regulations, or rules or other state, local, or federal laws, regulations, or rules relating to, wages, benefits, employment, or termination of employment with any or all Debtors or any predecessors; (O) any antitrust laws; (P) any product liability or similar laws, whether state or federal or otherwise; (Q) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (R) the Perishable Agricultural Commodities Act (PACA), 7 U.S.C. §§ 499a et seq.; (S) any bulk sales or similar laws; (T) any federal, state, or local tax

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statutes, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (U) the Claims or Liabilities relating to conduct prior to the Effective Date brought by a consumer borrower against any Debtor for the violation of (i) The Real Estate Settlement Procedures Act of 1974 (RESPA) (12 U.S.C. § 2601 et seq.), (ii) The Fair Credit Reporting Act (15 U.S.C. § 1681), (iii) The Truth in Lending Act (12 C.F.R. § 1026), (iv) The Fair Debt Collection Practices Act (15 U.S.C. §§ 1692–1692p), and (v) any and all state law equivalents of the foregoing clauses (i) through (iv); (V) any other Claim or Cause of Action for fraudulent inducement of a consumer borrower to enter into a loan; and (W) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory, or any other theory of or related to successor liability.

E. Injunction.

14. All Persons and Entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to the Purchaser or a Designee in accordance with the Purchase Agreement and this Confirmation Order. On and after the Closing Date, except for Persons or Entities entitled to enforce Assumed Liabilities and Permitted Encumbrances (each as defined in the Purchase Agreement), all Persons and Entities (including, but not limited to, the Debtors and/or their respective successors (including any trustee), creditors, investors, certificate holders, securitization trustees, borrowers, current and former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state, and local officials, including those maintaining any authority relating to any environmental, health, and safety laws, and the successors and assigns of each of

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the foregoing) holding Claims against the Acquired Assets or against the Debtors in respect of the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any Claims of any kind or nature whatsoever (including, without limitation, Claims or liabilities relating to any act or omission of the Debtors prior to the Effective Date, and any indemnification Claims or Liabilities relating to any act or omission of the Debtors or any other Person or Entity prior to the Effective Date) against the Purchaser, any affiliate of the Purchaser, a Designee in accordance with the Purchase Agreement, or any of their respective property, successors, and assigns, or the Acquired Assets, as an alleged successor or on any other grounds.

15. Upon the transfer or assignment of the Assumed Contracts, as applicable, to the Purchaser or a Designee in accordance with the Purchase Agreement, each Counterparty to an Assumed Contract is hereby forever barred, estopped, and permanently enjoined from asserting against the Acquired Assets, the Purchaser, any Designee, each of their respective affiliates, or each of its or their respective property (a) any setoff, defense, recoupment, Claim, counterclaim or default asserted or assertable against, or otherwise seeking to delay, defer, or impair any rights of the Purchaser or any Designee in accordance with the Purchase Agreement with respect to the Acquired Assets with respect to an act or omission of, the Debtors, or (b) any rent acceleration, assignment fee, default, breach, Claim, or pecuniary loss or condition to assignment or transfer arising under or related to an Assumed Contract that is being assumed and assigned or assigned in accordance with the Purchase Agreement existing as of the Closing Date, or arising by reason of the Closing Date. No delay or failure of performance under or in respect of any Excluded

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Contract (as defined in the Purchase Agreement) will (i) affect any right of the Purchaser or a Designee in accordance with the Purchase Agreement, or any obligation of any other Person or Entity, including any Counterparty, under any Assumed Contract that is being assumed and assigned or assigned in accordance with the Purchase Agreement or (ii) permit, result in, or give rise to any setoff, delay, deferral, defense, recoupment, Claim, interest, counterclaim, default, or other impairment of the right to receive any payment or otherwise to enforce any other rights under any Assumed Contract that is being assumed and assigned or assigned in accordance with the Purchase Agreement.

16. No Person or Entity shall assert, and the Purchaser, any Designee in accordance with the Purchase Agreement, and the Acquired Assets shall not be subject to, any defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including, without limitation, any right of recoupment), Claims, or liabilities of any kind or nature whatsoever to delay, defer, or impair any right of the Purchaser, any Designee in accordance with the Purchase Agreement, or the Debtors, or any obligation of any other Person or Entity, under or with respect to any Acquired Assets (including, without limitation, an Assumed Contract), with respect to any act or omission that occurred prior to the Closing Date or with respect to any Excluded Contract or any obligation of the Debtors that is not an Assumed Liability.

F. Fair Purchase Price.

17. The total consideration provided by the Purchaser and/or a Designee pursuant to the Purchase Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance

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Act, the Uniform Voidable Transfer Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable law. The Purchase Agreement and the Asset Sale are not subject to rejection or avoidance (whether through any avoidance, fraudulent transfer, preference or recovery, claim, action, or proceeding arising under chapter 5 of the Bankruptcy Code or under any similar state or federal law or any other cause of action) by the Debtors, any chapter 7 or chapter 11 trustee of the Debtors' bankruptcy estates, or any other person or entity. The Purchase Agreement, this Confirmation Order, and the Debtors' obligations therein and herein shall not be altered, impaired, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases, including the Plan, any other order confirming any chapter 11 plan, or any subsequent order of this Court without the prior written consent of the Purchaser or the applicable Designees (solely to the extent expressly provided for in the Designation Agreement⁶).

18. Neither the Debtors, the Purchaser, a Designee, nor any parent or affiliate of the Purchaser or of a Designee has engaged in any conduct that would cause or permit the Purchase Agreement or the Asset Sale to be avoided under section 363(n) of the Bankruptcy Code.

G. Surrender of Possession.

19. All Persons that are currently in possession of some or all of the Acquired Assets are hereby directed to surrender possession of such Acquired Assets to the Debtors as of the

⁶ “Designation Agreement” has the meaning ascribed to it in the Purchase Agreement.

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Effective Date or at such later time as the Purchaser or a Designee, the Post-Effective Date Debtors, or the Plan Administrator reasonably requests. To the extent required by the Purchase Agreement, the Debtors are authorized to exercise commercially reasonable efforts to assist the Purchaser or a Designee in assuring that all Persons that are presently, or on the Effective Date may be, in possession of some or all of the Acquired Assets will surrender possession of the Acquired Assets to either (i) the Debtors before the Effective Date or (ii) the Purchaser or a Designee on or after the Effective Date.

H. Transfer of Property.

20. On the Effective Date, this Confirmation Order shall be considered, and constitute for any and all purposes, a legal, valid, binding, effective, and complete general assignment, conveyance, and transfer of the Acquired Assets and a bill of sale or assignment transferring indefeasible title in the Acquired Assets in connection with the Asset Sale.

I. No Discriminatory Treatment.

21. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchaser or a Designee on account of the filing or pendency of the Chapter 11 Cases or the consummation of the transactions contemplated by the Purchase Agreement.

J. Not an Insider.

22. As of the date hereof, neither the Purchaser nor any Designee is an “insider” or “affiliate” of the Debtors, as those terms are defined in the Bankruptcy Code, and no common

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identity of incorporators, directors, or controlling stockholders existed between the Debtors and the Purchaser or a Designee.

K. Anti-Assignment Provisions.

23. All anti-assignment provisions in any Assumed Contract shall not restrict, limit, or prohibit the assumption, assignment, and sale of the Assumed Contracts and are unenforceable anti-assignment provisions in connection with the Asset Sale within the meaning of section 365(f) of the Bankruptcy Code.

L. Plan Modifications.

24. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are presumed to accept the Plan, subject to modifications, if any. No Holder of a Claim who has voted to accept the Plan shall be permitted to change its vote as a consequence of the Plan or Plan Supplement modifications. All modifications to the Plan or Plan Supplement made after the Voting Deadline are hereby approved pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

M. Post-Confirmation Modification of the Plan and Purchase Agreement.

25. Subject to the limitations and terms contained in Article X.A and B of the Plan, the Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, without further order of this Court, subject to the consent rights in the Plan.

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26. The Purchase Agreement and related agreements, documents, or other instruments executed in connection therewith may be modified, amended, or supplemented by the parties thereto in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court and subject to the consent rights set forth in the Plan.

N. Plan Classification Controlling.

27. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder and the classifications set forth on the ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (i) were set forth thereon solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent and in no event shall be deemed to modify or otherwise affect the actual classification of Claims and Interests under the Plan for distribution purposes; (iii) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (iv) shall not be binding on the Debtors except for voting purposes.

O. General Settlement of Claims and Interests.

28. To the greatest extent permissible under the Bankruptcy Code, and in consideration of the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. To the greatest extent permissible under the Bankruptcy Code, the Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and

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controversies, and entry of the Confirmation Order shall constitute the Court's approval of such compromise and settlement, as well as a finding by the Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

P. Restructuring Transactions.

29. On the Effective Date, the applicable Debtors or the Post-Effective Date Debtors, as applicable, shall enter into any transaction and shall take any actions as may be necessary or appropriate to effect the transactions described herein, including, as applicable, consummation of any sales of any assets vested with the Post-Effective Date Debtors, winding down the Estates, closing the Chapter 11 Cases, monetizing assets, the cancellation of all securities, notes, instruments, certificates, and other documents pursuant to the Plan, one or more mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Plan Administrator reasonably determines to be necessary to consummate the Plan (collectively, the "Restructuring Transactions"). The actions to implement the Restructuring Transactions may include: (i) the good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan; (ii) authorization for the Debtors and Post-Effective Date Debtors, as applicable, to take all actions necessary to effectuate the Plan and the Asset Sale, including any restructuring transaction steps set forth in the Plan Supplement; (iii) the

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funding and sources of consideration for the Plan distributions; (iv) preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan and solely for the purposes set forth in the Plan); (v) the vesting of the Estates' assets in the respective Post-Effective Date Debtors except as otherwise provided in the Purchase Agreement; (vi) the cancellation of existing agreements and Interests; (vii) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (viii) the assumption of certain employment obligations; (ix) the preservation of certain Claims and Causes of Action not released pursuant to the Plan, if applicable; (x) the closing of certain of the Chapter 11 Cases; (xi) consummation of the Sale Transaction, and entry into and performance under the Purchase Agreement and related documents; (xii) appointment of the Plan Administrator; (xiii) winding down of the Debtors' estates following consummation of the Asset Sale; (xiv) creation of the GUC Trust and entry into and performance under the GUC Trust Agreement; and (xv) preservation of the D&O Liability Insurance Policies.

Q. Corporate Action.

30. Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including, as applicable: (i) implementation of the Restructuring Transactions; (ii) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (iii) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (iv) consummation of the Sale Transaction pursuant to the Purchase Agreement and related documents; (v) formation

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of the Post-Effective Date Debtors and selection of the Plan Administrator; and (vi) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors and any corporate action required by the Debtors or the Post-Effective Date Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Post-Effective Date Debtors. The authorizations and approvals contemplated by Article V.H of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

R. Vesting of Assets in the Post-Effective Date Debtors and Continued Corporate Existence.

31. Except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, the Plan, the Plan Supplement, or the Purchase Agreement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by

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any of the Debtors pursuant to the Plan (other than the GUC Trust Assets) shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

32. On and after the Effective Date, the Post-Effective Date Debtors shall continue in existence for purposes of (i) winding down the Debtors' business and affairs as expeditiously as reasonably possible as authorized by the Bankruptcy Court; (ii) resolving Disputed Claims; (iii) making distributions on account of Allowed Claims as provided hereunder; (iv) establishing and funding the Distribution Reserve Accounts; (v) enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (vi) filing appropriate tax returns; (vii) complying with any continuing obligations under the Purchase Agreement; and (viii) administering the Plan in an efficacious manner. The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the

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Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

33. Notwithstanding anything to the contrary in the Plan, on the Effective Date, any Cause of Action not transferred to the Purchaser or a Designee in accordance with the Purchase Agreement or settled, released, discharged, enjoined, or exculpated under the Plan on or prior to the Effective Date shall vest in the Post-Effective Date Debtors and shall be subject to administration by the Plan Administrator, and the net proceeds thereof shall be Distributable Consideration.

S. Plan Administrator.

34. The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his responsibilities under this Plan and as otherwise provided in the Confirmation Order.

35. On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The Plan Administrator shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and shall retain and have all the rights,

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powers, and duties necessary to carry out his or her responsibilities under the Plan in accordance with the Wind Down and as otherwise provided in the Confirmation Order.

36. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. The foregoing shall not limit the authority of the Post-Effective Date Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer. The Debtors, after the Confirmation Date, and the Post-Effective Date Debtors or Plan Administrator, after the Effective Date, shall be permitted to make payments to employees pursuant to employment programs then in effect, and, in the reasonable business judgment of the Plan Administrator and upon three (3) Business Days' notice to counsel to the AHG, to implement additional employee programs and make payments thereunder solely as necessary to effectuate the Wind Down, without any further notice to or action, order, or approval of the Bankruptcy Court.

37. The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the business and affairs of the Debtors and Post-Effective Date Debtors, including: (i) making distributions under the Plan; *provided* that, prior to making final distributions as contemplated herein and until all letters of credit issued under the First Lien Credit Agreement are replaced and cancelled, are drawn, or expire pursuant to their terms, the Plan Administrator or the Disbursing Agent, at the election of the Debtors or the Post-Effective Date Debtors, as applicable, shall reserve an amount of Distributable Consideration or New Common Stock, as applicable, on account of the Undrawn LC Facility Claims equal to the

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incremental distributions to which such Holders of First Lien Claims would be entitled if all undrawn letters of credit issued under the First Lien Credit Agreement were drawn and funded as contemplated therein (the “Undrawn LC Facility Claims Reserve”); (ii) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post-Effective Date Debtors in accordance with the Wind-Down Reserve; (iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (iv) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (v) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtors; (vi) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (vii) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors; (viii) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in accordance with Article IV.E of the Plan; (ix) administering and paying taxes of the Post-Effective Date Debtors, including filing tax returns; (x) representing the interests of the Post-Effective Date Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; (xi) discharging the Sellers’ and the Post-Effective Date Debtors’ Post-Effective Date obligations under the Purchase Agreement; and (xii) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, the Confirmation Order, or any applicable orders of the

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Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Wind-Down Reserve.

38. To the extent that undrawn letters of credit issued under the First Lien Credit Agreement are drawn after the Distribution Record Date, such Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve. The Plan Administrator shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise. For the avoidance of doubt, the foregoing shall not affect distributions to holders of First Lien Claims on account of drawn letters of credit as of the Distribution Record Date.

T. Plan Implementation Authorization.

39. The Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as the case may be, and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment bankers are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan, as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms and the terms hereof, or take any or all corporate actions authorized to be taken pursuant to the Plan or this Confirmation Order, whether or not specifically referred to in the Plan or any exhibit thereto, without further

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order of the Court. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing or recording offices and filed or recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. Pursuant to the business corporation laws of any state, as applicable, no action of the Debtors' boards of directors or the Post-Effective Date Debtors will be required to authorize the Debtors or the Post-Effective Date Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any such contract, instrument, release, or other agreement or document related to the Plan, and following the Effective Date, each of the Plan documents will be a legal, valid, and binding obligation of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, enforceable against the Debtors, the Post-Effective Date Debtors, and the Plan Administrator, in accordance with the respective terms thereof.

40. For the avoidance of doubt, the Debtors or Post-Effective Date Debtors, as applicable, are authorized and empowered to take all actions necessary related to any corporate name changes in order to effectuate and implement the Plan and the Asset Sale. The Clerk of the United States Bankruptcy Court for the District of New Jersey is authorized and directed to make any necessary docket entries or other filings with the Court related to any corporate name change of the Debtors or Post-Effective Date Debtors, including, but not limited to, docket entries changing the caption of these Chapter 11 Cases.

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U. Cancellation of Existing Agreements and Interests.

41. On the Effective Date, except to the extent otherwise provided in the Plan, including in Article V.A. of the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the First Lien Credit Documents and all other credit agreements and indentures, shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto, including any Liens and/or claims in connection therewith, shall be deemed satisfied in full, cancelled, discharged, released, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification and participation by the other lenders in letters of credit under the DIP Documents, the Receivables Program Documents, the First Lien Credit Documents, and the Bridge Facility Documents shall remain binding and enforceable in accordance with the terms of such documents; *provided* that any such rights to indemnification shall remain binding and enforceable only as against the Post-Effective Date Debtors and shall not be subject to discharge, impairment, or release under the Plan or the Confirmation Order or be asserted against the Purchaser, a Designee, or any of their respective affiliates, or their respective property or assets, including any Acquired Entity (as defined in the Purchase Agreement).

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V. Wind Down and Dissolution.

42. As soon as practicable after the Effective Date, the Plan Administrator shall:

- (i) cause the Debtors and the Post-Effective Date Debtors, as applicable, to comply with and abide by the terms of the Purchase Agreement and any other documents contemplated thereby;
- (ii) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of one or more of the Debtors or the Post-Effective Date Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (iii) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan.

Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the shareholders or board of directors or managers of any Debtor. From and after the Effective Date, except with respect to Post-Effective Date Debtors as set forth herein, the Debtors (x) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (y) shall be deemed to have canceled pursuant to the Plan all Existing Equity Interests, and (z) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims. The filing

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of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

W. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan.

43. This Confirmation Order shall constitute all authority, approvals, and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

X. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan.

44. Unless otherwise provided in the Plan or in this Confirmation Order, no Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that is subject to, or is reasonably likely to be subject to, Article VIII.C, Article VIII.D, or Article VIII.E of the Plan, without the Bankruptcy Court first determining that such Claim or Cause of Action was not subject to Article VIII.C, Article VIII.D, or Article VIII.E of the Plan and specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party. For the avoidance of doubt, the Gatekeeper Provision shall not be construed to prohibit the Plan

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Administrator from (i) enforcing the rights of the Post-Effective Date Debtors pursuant to the Plan or any Plan Supplement document; (ii) objecting to Claims pursuant to Article VII of the Plan; or (iii) pursuing any Cause of Action retained by the Post-Effective Date Debtors pursuant to the Plan and the Confirmation Order; *provided* that, in each case, the Plan Administrator satisfies the requirements of Art. VIII.F of the Plan.

Y. Treatment of Executory Contracts and Unexpired Leases.

45. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) as well as any notices related to the procedures shall be and hereby are approved in their entirety, except as modified herein.

46. On the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be (i) assumed, assumed and assigned, or assigned to the Purchaser or a Designee in accordance with the Purchase Agreement, as applicable, if it is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (ii) assumed, assumed and assigned, or assigned to the Purchaser or a Designee in accordance with the Purchase Agreement if it is not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and does not relate exclusively to Excluded Assets or Excluded Liabilities; or (iii) rejected if it is (a) listed on the Schedule of Rejected Executory Contracts and Unexpired Leases or (b) not listed on either the Schedule of

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Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and relates exclusively to Excluded Assets or Excluded Liabilities. For the avoidance of doubt, the foregoing shall not affect any Executory Contract or Unexpired Lease that is (i) explicitly designated by the Plan or the Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with the Confirmation of the Plan; (ii) subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iii) a D&O Liability Insurance Policy; or (iv) a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan. The assumption of Executory Contracts and Unexpired Leases thereunder may include the assignment of certain of such contracts to affiliates.

47. Entry of this Confirmation Order by the Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in the Plan, the Plan Supplement, the Purchase Agreement, and this Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed and assigned to the Purchaser or a Designee in accordance with the Purchase Agreement shall vest in and be fully enforceable by the Purchaser or the applicable Designee in accordance with its terms, except as may be modified by the Plan or any order of the Court authorizing and providing for its assumption and assignment. Pursuant to sections 1123(b)(2) and 365 of the Bankruptcy Code and subject to and conditioned upon the closing of the Sale Transaction, the Debtors are hereby authorized to assume and assign the Assumed Contracts, as applicable, to the Purchaser or its

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Designees free and clear of all Liens and Claims to the extent set forth in this Confirmation Order, and the requirements of section 365(b)(1) of the Bankruptcy Code shall be deemed satisfied as of such assumption or assumption and assignment and payment in full in Cash or other satisfaction of applicable Cures.

48. The Debtors are hereby authorized to execute and deliver to the Purchaser and any Designee in accordance with the Purchase Agreement, or counterparty to Assumed Contracts, such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser or its Designees as provided in the Purchase Agreement. With respect to each of the Assumed Contracts that is being assumed and assigned in accordance with the Purchase Agreement and subject to paragraph 57 of section II hereof, the Debtors have cured or will cure any monetary default required to be cured with respect to such Assumed Contracts under sections 1123(b)(2) and 365(b)(1) of the Bankruptcy Code, and the Purchaser and Designees, as applicable, have provided adequate assurance of future performance under the applicable Assumed Contracts in satisfaction of sections 1123(b)(2), 365(b), and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived or otherwise resolved with the Purchaser and any applicable Designee by the applicable counterparty to such Assumed Contracts. Upon the Closing Date or the applicable date of assumption and assignment with respect to an Assumed Contract, the Purchaser and any applicable Designee shall be fully and irrevocably vested with all rights, title, and interest of the Debtors under such Assumed Contract pursuant to sections 1123(b)(2) and 365 of the Bankruptcy Code. The assumption by the Debtors and assignment to the Purchaser or its Designees of any Assumed Contract shall not

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be a default under such Assumed Contract. To the extent any Assumed Contract that is being assumed and assigned in accordance with the Purchase Agreement provides that any Person's or Entity's consent is required as a condition to the assignment of such Assumed Contract, such consent requirement shall be deemed satisfied by virtue of the findings and conclusions in this Confirmation Order and shall be of no further force or effect.

49. The failure of the Debtors, the Purchaser, or a Designee to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions or of the Debtors', a Designee's, or the Purchasers' rights to enforce every term and condition of the Assumed Contracts, as applicable.

50. Except as otherwise provided in the Plan or agreed to by the Debtors, the Purchaser or the applicable Designee, and the applicable Counterparty, each assumed (or assumed and assigned) Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto (including those entered into through the Closing Date), and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

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51. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision or any minimum net worth or similar financial provision), then such provision (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, and with the consent of the Purchaser and, solely to the extent expressly provided for in the Designation Agreement, the applicable Designee, reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including ten (10) days before the Effective Date; *provided* that, following the Effective Date the Plan Administrator, the Purchaser, and, solely to the extent expressly provided for in the Designation Agreement, the applicable Designee, may supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time in accordance with the Purchase Agreement, including the notice and consent rights set forth in the Purchase Agreement.

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52. The Debtors or the Post-Effective Date Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Post-Effective Date Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any Executory Contract Objection filed by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment, including pursuant to the Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption or Rejection Objection Deadline or any other deadline that may be set by the Court. Any Executory Contract Objection (x) timely Filed prior to the Confirmation Hearing will be heard by the Court at the Confirmation Hearing unless otherwise agreed to by the Debtors and the objecting party, with the consent of the Purchaser or, solely to the extent expressly provided for in the Designation Agreement, the applicable Designee, or (y) timely Filed after the Confirmation Hearing shall be heard as soon as reasonably practicable on a date requested by the Debtors or the Post-Effective Date Debtors, as the case may be, with the consent of the Purchaser or, solely to the extent expressly provided for in the Designation Agreement, the applicable Designee. Any Executory Contract Objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Purchaser, a Designee, or any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party

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in interest or any further notice to or action, order, or approval of the Court. Any Cure shall be deemed fully satisfied, released, and discharged upon indefeasible payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure amount in full in Cash, unless otherwise agreed to by the applicable counterparty, the Debtors or the Post-Effective Date Debtors, and the Purchaser; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure amount despite the failure of the relevant counterparty to File an Executory Contract Objection. The Debtors or the Post-Effective Date Debtors, as applicable, may also settle any Cure without any further notice to or action, order, or approval of the Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption and/or assignment.

53. If there is any dispute regarding any Cure, the ability of the Post-Effective Date Debtors, or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption (or assumption and assignment), then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order (which may be this Confirmation Order) resolving such dispute, approving such assumption (and, if applicable, assumption and assignment), or as may be agreed upon by the Debtors or the Post-Effective Date Debtors, the Purchaser, a Designee, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

54. To the extent an Executory Contract Objection relates solely to a Cure, the Debtors or the Post-Effective Date Debtors, as applicable, may assume and/or assume and assign

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the applicable Executory Contract or Unexpired Lease prior to the resolution of the Cure objection; *provided* that the Debtors or the Post-Effective Date Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure payment by the non-Debtor party to such Executory Contract or Unexpired Lease (or such smaller amount as may be fixed or estimated by the Court or otherwise agreed to by such non-Debtor party and the applicable Post-Effective Date Debtor); *provided* further that any Cash reserved in accordance with the forgoing shall not constitute an Acquired Asset and shall be maintained by the Debtors or the Post-Effective Date Debtors, as applicable.

55. The Debtors served all counterparties to the Assumed Contracts with notice of the proposed assumption or assumption and assignment, and the deadline to object to the Cures and adequate assurance of future performance with respect to the Purchaser or a Designee has passed unless otherwise provided herein or in the Plan. Accordingly, subject to paragraph 57 of section II hereof, unless an objection to the proposed Cures or adequate assurance information with respect to the Purchaser or any Designee was filed and served, or informally lodged, before the applicable Assumption or Rejection Objection Deadline, each counterparty to an Assumed Contract, as applicable, is forever barred, estopped, and permanently enjoined from asserting against the Debtors, the Purchaser, any Designee, their affiliates, successors or assigns or the property of any of the foregoing, any default existing as of the date of the Confirmation Hearing if such default was not raised or asserted prior to or at the Confirmation Hearing.

56. All of the requirements of sections 1123(b)(2), 365(b), and 365(f), including without limitation, the demonstration of adequate assurance of future performance and Cures

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required under the Bankruptcy Code, have been satisfied for the assumption by the Debtors and assignment to the Purchaser or its Designees of all Assumed Contracts, as applicable, unless otherwise provided herein and in the Plan. The Purchaser and the Designees have satisfied their adequate assurance of future performance requirements with respect to the applicable Assumed Contracts and demonstrated or will have demonstrated before the Closing Date that they are sufficiently capitalized to comply with the necessary obligations under the applicable Assumed Contracts or otherwise have entered into agreements with counterparties to the Assumed Contracts regarding their obligations to provide adequate assurance of future performance.

57. (i) To the extent a Counterparty to an Assumed Contract failed to timely object to a Cure, such Cure has been and shall be deemed to be finally determined as of the Debtors' filing of the Plan Supplement, except as otherwise may be amended in accordance with the Plan, this Confirmation Order, and the Purchase Agreement, and any such Counterparty shall be barred, and forever prohibited from challenging, objecting (formally or informally) to, or denying the validity and finality of the Cures due and owing as of the date of filing of the Plan Supplement; (ii) any monetary or nonmonetary obligations that come due on an Assumed Contract between the filing of the Plan Supplement and the later of the effective date of assumption or assumption and assignment of an Assumed Contract shall be paid in full in Cash or otherwise satisfied by the Debtors as and when they come due; (iii) to the extent expressly set forth in the Purchase Agreement or otherwise expressly agreed to between a counterparty to an Assumed Contract and the Purchaser, the Purchaser shall be responsible for and shall pay or satisfy any monetary obligations that accrue under any Executory Contract or Unexpired Lease assumed and assigned

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to the Purchaser pursuant to the Plan from the date of the Debtors' filing of the Plan Supplement through the effective date of assumption and assignment, to the extent such amounts come due after the effective date of assumption and assignment; and (iv) subject only to clause (i) of this paragraph 57, no provision shall be construed as releasing any Claim that has been or may be asserted under any Executory Contract or Unexpired Lease upon assumption, including (A) a Cure Claim or (B) an Administrative Claim unless and until all monetary and nonmonetary obligations, subject to section 365 of the Bankruptcy Code, as of the effective date of assumption have been satisfied to the extent required under the Bankruptcy Code; *provided, however*, with respect to the foregoing, and to the extent payable by the Debtors, any such Claim shall be filed by the later of (A) the Administrative Claims Bar Date, (B) thirty (30) days after the effective date of assumption, or (C) such other date as may be otherwise agreed in writing (email being sufficient), with the consent of the Purchaser and the Required Consenting Term Lenders (not to be unreasonably withheld), between the Debtors or the Post-Effective Date Debtors and the Counterparty to the applicable Executory Contract; *provided further* that (x) in the absence of filing any such Claim by such deadlines, any such Claim shall be barred and extinguished and (y) the existence of a pending dispute as to an amount described in clause (ii) of this paragraph 57 shall not preclude or limit the effectiveness of any assumption or assumption and assignment of the underlying Assumed Contract, and the Debtors or the Post-Effective Date Debtors, as applicable, shall pay any amounts on account of such amounts as agreed between the Debtors or the Post-Effective Date Debtors and the applicable Counterparty or as ordered by the Court.

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58. Assumption (or assumption and assignment or assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan, the Purchase Agreement, or otherwise and indefeasible payment of any applicable Cure in full in Cash pursuant to Article V.D of the Plan (unless otherwise agreed to by the applicable counterparty, the Debtors, or the Post-Effective Date Debtors, and the Purchaser) shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed (or assumed and assigned or assigned) in the Chapter 11 Cases, including pursuant to this Confirmation Order, and for which any Cure has been fully paid pursuant to Article V.D of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

59. For the avoidance of doubt, the Purchaser or a Designee shall not have any obligation with respect to any Cure. To the extent any Cure dispute arises after the Effective Date with respect to an Executory Contract or Unexpired Lease assumed and assigned to the Purchaser or to a Designee, the resolution of such Cure dispute shall be the sole responsibility of the Debtors or the Post-Effective Date Debtors, and the Purchaser or a Designee shall have no liability in connection therewith.

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60. Entry of this Confirmation Order shall constitute a Court order approving the rejection, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan, the Schedule of Rejected Executory Contracts and Unexpired Leases, or the Purchase Agreement. Unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or this Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of this Confirmation Order and served on the Post-Effective Date Debtors no later than thirty (30) days after the effective date of such rejection. The notice of the Plan Supplement shall be deemed appropriate notice of rejection when served on applicable parties.

61. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within thirty (30) days after the effective date of such rejection will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, the GUC Trust, the Purchaser or a Designee, the Plan Administrator, or their property without the need for any objection by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the Purchaser or a Designee, or the GUC Trust, as applicable, or further notice to, action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent

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injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

62. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

Z. Abandonment.

63. Any equipment, fixtures, furniture, or other personal property (collectively, the “Personal Property”) of third parties that are not removed from any real property owned or leased by the Post-Effective Date Debtors within forty-five (45) days after the Confirmation Date will be deemed abandoned and surrendered to the Post-Effective Date Debtors. Following the abandonment and surrender of any such property, the Post-Effective Date Debtors are authorized to dispose of the abandoned Personal Property without notice or liability to any party.

AA. Provisions Governing Distributions.

64. The distribution provisions of Article VI of the Plan are hereby approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Disbursing Agent or the GUC Trustee, as applicable, shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable.

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BB. Post-Confirmation Notices and Bar Dates.

65. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than ten (10) Business Days after the Effective Date, the Post-Effective Date Debtors or the Plan Administrator, as applicable, must cause notice of Confirmation and the occurrence of the Effective Date (the “Notice of Confirmation”) to be filed on the docket and be served by United States mail, first-class postage prepaid, by hand, by overnight courier service, or by electronic service to all parties served with the Confirmation Hearing Notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice but received such notice returned marked as “undeliverable as addressed,” “moved, left no forwarding address,” “forwarding order expired,” or similar language, unless such Entity has informed the Debtors in writing of or the Debtors are otherwise aware of such Entity’s new address. For those parties receiving electronic service, filing on the docket is deemed sufficient to satisfy such service and notice requirements. The Confirmation Hearing Notice, this Confirmation Order, and the Notice of Confirmation are adequate under the particular circumstances of these Chapter 11 Cases, in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no other or further notice is necessary.

66. The Notice of Confirmation will have the effect of an order of the Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

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67. Except as otherwise provided in Article II.A of the Plan, requests for payment of Administrative Claims must be Filed with the Court and served on the Debtors by the applicable Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

CC. Notice of Subsequent Pleadings.

68. Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date will be limited to the following parties: (i) the Post-Effective Date Debtors and their counsel; (ii) the U.S. Trustee; (iii) the Plan Administrator, (iv) the Purchaser and its counsel; (v) counsel to the AHG; (vi) any party known to be directly affected by the relief sought by such pleadings; and (vii) any party that specifically requests additional notice in writing to the Debtors or Post-Effective Date Debtors, as applicable, or files a request for notice under Bankruptcy Rule 2002 after the Effective Date. The Claims and Noticing Agent shall not be required to file updated service lists.

DD. Section 1146 Exemption.

69. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to or from

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any other Person) of property under the Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the Sale Transaction and any agreement, acquisition, or transaction entered into by the Purchaser, a Designee, or any of their respective affiliates in connection with the Sale Transaction or in furtherance thereof, including any acquisitions of real or personal property by the Purchaser, a Designee, or their respective affiliates from one or more of the Debtors' creditors or landlords in connection with consummation of the Sale Transaction or from other parties in connection with the closing of the Sale Transaction and/or integral to the financing thereof; or (vi) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and

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recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code and this Confirmation Order, shall forego the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

EE. Preservation of Causes of Action.

70. In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII of the Plan, the Purchase Agreement and any related documents and schedules, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action (i) acquired by the Purchaser or a Designee in accordance with the Purchase Agreement, as applicable, or (ii) released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII thereof, which shall be deemed released and waived by the Debtors and the Post Effective Date Debtors, as applicable, as of the Effective Date.

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71. The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. Article IV.E of the Plan further provides that: “No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as may be assigned or transferred to the Purchaser or a Designee in accordance with the Purchase Agreement or as otherwise expressly provided in the Plan, including Article VIII of the Plan.” Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

72. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims, and the Plan Administrator, if applicable,

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shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to Article IV.E of the Plan include any Claim or Cause of Action against a Released Party or Exculpated Party, or any Avoidance Action cancelled and/or extinguished under the Purchase Agreement.

FF. Effectiveness of All Actions.

73. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

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GG. Binding Effect.

74. Upon the occurrence of the Effective Date, the terms of the Plan are immediately effective and enforceable and deemed binding on the Debtors, the Post-Effective Date Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims and Interests have, or are deemed to have, accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or Interest has voted on this Plan.

HH. Directors, Officers, and Managers.

75. As of the Effective Date, the existing board of directors or managers, as applicable, of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, managers, shareholders, or members, and any remaining officers, directors, managers, or managing members of any Debtor shall be deemed to have resigned without any further action required on the part of any such Debtor, the equity holders of the Debtors, the officers, directors, or managers, as applicable, of the Debtors, or the members of any Debtor.

76. The Debtors shall pay all fees due and payable pursuant to section 1930 of Title 28 of the United States Code before the Effective Date, and on and after the Effective Date, the Post-Effective Date Debtors shall pay any and all such fees when due and payable until the

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earliest of the applicable Debtor's Chapter 11 Case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

II. Claims Reconciliation Process.

77. The procedures and responsibilities for, and costs of, reconciling Disputed Claims shall be as set forth in the Plan or as otherwise ordered by the Court.

JJ. Professional Compensation.

78. Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

KK. Restructuring Expenses.

79. The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11

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Cases) in accordance with, and subject to, the terms set forth herein and in the Plan and RSA, without any requirement to File a fee application with the Court.

LL. Nonseverability of Plan Provisions upon Confirmation.

80. Each term and provision of the Plan, as it may have been amended by the Confirmation Order, is (i) valid and enforceable pursuant to its terms, (ii) integral to the Plan, and (iii) nonseverable and mutually dependent.

MM. Waiver or Estoppel.

81. Except as otherwise set forth in the Plan or this Confirmation Order, each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Court before the Confirmation Date.

NN. Authorization to Consummate.

82. The Debtors are authorized to consummate the Plan, including the Asset Sale contemplated thereby, at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article IX of the Plan. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the Effective Date.

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OO. Injunctions and Automatic Stay.

83. Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order (including the Injunction) shall remain in full force and effect in accordance with their terms.

PP. Dissolution of Statutory Committees.

84. On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases.

QQ. Effect of Non-Occurrence of Conditions to the Effective Date.

85. If the Effective Date does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of a Claim or Interest, the Purchaser, a Designee, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, the Purchaser, a Designee, or any other Entity in any respect; *provided* that all provisions of the RSA and the Purchase Agreement that survive termination thereof shall remain in effect in accordance with the respective terms thereof.

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RR. Section 345 Waiver.

86. Section 345 of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines requiring that the bank accounts listed in the Cash Management Motion⁷ be U.S. Trustee authorized depositories is waived with respect to the bank accounts existing as of the Petition Date.

SS. Texas Taxing Authorities.

87. Notwithstanding anything else to the contrary in the Plan or this Confirmation Order, the following provisions will govern the treatment of the claims of the Texas Comptroller and the Texas Workforce Commission (the “Texas Taxing Authorities”): (i) nothing provided in the Plan or this Confirmation Order shall affect or impair any statutory or common law setoff rights of the Texas Taxing Authorities in accordance with 11 U.S.C. § 553; (ii) nothing provided in the Plan or this Confirmation Order shall affect or impair any rights of the Texas Taxing Authorities to pursue any non-Debtor third parties (other than the Purchaser or a Designee under the Purchase Agreement) for tax debts or claims; (iii) nothing provided in the Plan or this Confirmation Order shall be construed to preclude the payment of interest on the Texas Taxing Authorities’ administrative expense tax claims; and (iv) the Texas Taxing Authorities’ administrative expense claims are allowed upon filing without application or motion for payment, subject to objection on substantive grounds. In no event shall the Texas Taxing

⁷ “Cash Management Motion” means the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honoring Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Form, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief* [Docket No. 11].

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Authorities be paid in a payment schedule that extends past sixty (60) months of the Petition Date, unless otherwise permitted by applicable law.

TT. Additional Taxing Authorities.

88. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Debtors shall pay all outstanding *ad valorem* taxes owed to (i) Maricopa County and (ii) the entities represented by the Linebarger Goggan Blair & Sampson law firm, namely, Galveston County and Tarrant County in these Chapter 11 Cases (the “Additional Taxing Authorities”) for tax years 2022 and prior on or before the Effective Date. The Debtors shall pay the 2023 *ad valorem* taxes owed to the Additional Taxing Authorities in the ordinary course of business. The Additional Taxing Authorities’ allowed claims for the 2023 and prior tax years shall include all interest properly charged under applicable non-bankruptcy law through the date of payment to the extent that applicable law provides for interest with respect to any portion of such claims. The 2023 and prior tax year *ad valorem* tax liens (the “Tax Liens”), if any, shall remain attached to all applicable property, or proceeds from the sale thereof, in their prepetition priority until the taxes due under this Confirmation Order are fully paid. In the event the Asset Sale closes in 2024, the Additional Taxing Authorities’ 2024 tax liens shall remain attached to all applicable property until such time as the 2024 taxes are paid in full. Any actions retained against the Additional Taxing Authorities pursuant to the Plan or any Plan Supplements shall be limited to those permitted by applicable law. All parties’ rights and defenses under applicable law and the Bankruptcy Code with respect to the foregoing, including, but not limited to, the right to dispute or object to (i) the claims or purported classification of the Additional Taxing Authorities, (ii) the

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allowance or classification of any interest charged on account of such tax claims under applicable law and the Bankruptcy Code, and (iii) the validity or enforcement of the Tax Liens under applicable non-bankruptcy law or the Bankruptcy Code, are fully preserved. The Additional Taxing Authorities are permitted without leave of the Court to amend their estimated 2023 claim amounts to actual assessed amounts.

UU. Effect of Conflict.

89. This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control.

VV. Retention of Jurisdiction.

90. This Court retains jurisdiction over the Chapter 11 Cases, all matters arising out of or related to the Chapter 11 Cases and the Plan, the matters set forth in Article XI and other applicable provisions of the Plan.

WW. Waiver of 14-Day Stay.

91. Notwithstanding Bankruptcy Rule 3020(e), and to the extent applicable, Bankruptcy Rules 6004(h), 7062, and 9014, this Confirmation Order is effective immediately and not subject to any stay.

XX. Final Order.

92. This Confirmation Order is a Final Order, and the period in which an appeal must be Filed shall commence upon the entry hereof.

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93. This Confirmation Order is effective as of [____], 2023.

YY. Provisions Regarding DLR.

94. On November 3, 2023, the Debtors filed the *Notice of Assumption of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 652] (the “Assumption Notice”) seeking to assume, as amended, each of the leases and executory contracts, including any exhibits, amendments, modifications, supplements, and guarantees attached or related thereto, set forth in the Assumption Notice (the “DLR Agreements”). Solely to the extent the Court has not entered an order approving the assumption of the DLR Agreements in accordance with the Assumption Notice, the assumption of the DLR Agreements in accordance with the Assumption Notice is approved herein and the DLR Agreements are assumed pursuant to section 365 of the Bankruptcy Code effective as of the assumption date listed on Exhibit 1 of the Assumption Notice. The DLR Agreements shall be assigned pursuant to the terms of the Purchase Agreement and the Plan.

95. Following assumption, any and all amounts that are accrued as of assumption and become due and owing post-assumption and prior to the Effective Date pursuant to the terms of the DLR Agreements shall be accorded administrative expense priority and paid in a timely manner pursuant to the terms of the DLR Agreements.

96. Notwithstanding anything herein or in the Plan to the contrary, the payment of any Cure and the assumption and assignment of the DLR Agreements is without prejudice to any rights, including but not limited to setoff, recoupment, or remedies, whether at law or in equity, that the parties to the DLR Agreements may have following assumption of the DLR Agreements,

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which rights are preserved in their entirety. For the avoidance of doubt, any rights or claims of the non-Debtor counterparty to the DLR Agreements, including but not limited to claims related to indemnification or year-end adjustments or reconciliations, are preserved in their entirety.

ZZ. Provisions Regarding Liberty Mutual Insurance Company.

97. Notwithstanding any other provisions of the Plan, this Confirmation Order, or any other order of this Court, on the Effective Date, all rights and obligations related to the indemnity agreements, if any, setting forth the rights of Liberty Mutual Insurance Company (the “Surety”) against the Debtors, and the Debtors’ obligations, if any, to pay, indemnify, and hold the Surety harmless from any loss, cost, or expense that the Surety may incur, in each case, on account of the issuance of any Surety Bonds on behalf of the Debtors; (the “Surety Bond Program” and the Debtors’ obligations arising therefrom, the “Surety Bond Obligations”) shall be reaffirmed and ratified by the applicable Post-Effective Date Debtors and continue in full force and effect and are not discharged, enjoined, impaired, or released by the Plan in any way. For the avoidance of doubt, nothing in the Plan or this Confirmation Order, including without limitation, any exculpation, release, injunction, or discharge provision of the Plan, including without limitation, any of those provisions contained in Article VIII of the Plan, shall bar, alter, limit, impair, release, modify, or enjoin the Surety Bond Obligations. The Sureties are otherwise not Releasing Parties under the Plan in any way and shall be deemed to have opted out of the releases provided by the Plan. The Surety Bond Program and all Surety Bond Obligations related thereto shall be treated by the Post-Effective Date Debtors and the Surety in the ordinary course of business as if the Chapter 11 Cases had not been commenced. Nothing in the Plan or this paragraph shall

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affect in any way the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under the Surety Bond Program or with regard to the Surety Bond Obligations.

AAA. Provisions Regarding Seacoast National Bank.

98. The Debtors shall pay all Cure amounts owed in connection with the Seacoast MELA in accordance with section 365 of the Bankruptcy Code, and until Closing, the Debtors shall pay all amounts arising under the Seacoast MELA in the ordinary course of business to Seacoast through its designated servicer, Wingspire Equipment Finance, or such other designee that Seacoast will provide in writing to the Debtors. Furthermore, in accordance with and pursuant to the Purchase Agreement and the Plan, the Debtors shall assume, and will assign to the Purchaser, the Seacoast MELA and upon assignment thereof, effective as of the Closing, (i) in accordance with and pursuant to the terms of the Purchase Agreement, the Purchaser shall assume all of the Debtors' obligations arising under the Seacoast MELA from and after the date of the Closing, and (ii) the Purchaser will remit all payment obligations directly to Seacoast (and Seacoast shall provide the Purchaser with payment instructions contemporaneous with the Closing). At or following the Closing, the Purchaser (or the Debtors, as applicable) may assign the Seacoast MELA to a subsidiary or affiliate of Purchaser, *provided* that Purchaser either provides Seacoast with a written guarantee of all obligations under the Seacoast MELA or assumes in writing all liabilities under the Seacoast MELA. The Purchaser may not assign the Seacoast MELA to any other third parties without written consent from Seacoast.

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BBB. Provisions Regarding PSB Northern California Industrial Portfolio, LLC.

99. Notwithstanding anything to the contrary in this Confirmation Order, the provisions of this paragraph shall apply to the Debtors' lease with PSB Northern California Industrial Portfolio, LLC ("PSB," and such lease, the "PSB Lease"). The PSB Lease is designated for assumption and assignment to the Purchaser or its affiliate and cannot be designated as rejected unless consented to by PSB. The Debtors shall pay to PSB the amount of \$95,267 plus any additional unpaid amounts that accrue through the Closing. Until Closing, the Debtors shall pay all amounts arising under the PSB Lease in the ordinary course of business. Effective as of the Closing, the Purchaser or its affiliate shall assume the Debtor's obligations with respect to the PSB Lease (including any unpaid and accrued obligations with respect to any year-end adjustments and/or year-end reconciliations in accordance with the terms of the PSB Lease) arising under and which come due under the PSB Lease from and after the date of the Closing. Effective as of the Closing, an affiliate of the Purchaser shall be substituted for the Debtor for all purposes as a party to the PSB Lease and shall execute an assignment and assumption agreement to effectuate the assignment. The security deposit in the amount of \$100,000 held by PSB shall be retained by PSB as the deposit required under the PSB Lease after closing, and no further or additional deposit shall be required from Purchaser or its affiliate. Other than as authorized by the Bankruptcy Court and the Bankruptcy Code concerning the anti-assignment provisions, including sections 365 and 1123(b)(2) thereof, all of PSB's rights under the PSB Lease, including any setoff rights, are preserved, and nothing in this Confirmation

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Order shall impair or modify PSB's rights under the PSB Lease. PSB shall also be deemed to have opted out of the Third-Party Release.

CCC.Provisions Regarding HITT Contracting, Inc.

100. All contracts and leases entered into after the Petition Date by any Debtor on the one hand, and HITT Contracting, Inc. on the other hand, will be enforceable pursuant to their terms. Existing obligations under such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

101. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, nothing in the Plan or this Confirmation Order shall alter or modify any contracts entered into after the Petition Date by any Debtor, on the one hand, and HITT Contracting, Inc. on the other hand.

DDD.Provisions Regarding Mapletree US Management, LLC.

102. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or Plan Supplement, between the Confirmation Date and the effective date of assumption and assignment of such leases, all rights are expressly reserved solely related to Cure objections on behalf of Mapletree US Management, LLC, and its subsidiaries, Garrison DC Holdings Pte. Ltd., Cypress DC Assets LLC, Medina DC 1 Assets, LLC, and Medina DC 2 Assets, LLC, with respect to the Cure amounts (including recovery of attorneys' fees and costs, if applicable), listed on account of the unexpired real property leases that Garrison DC Holdings Pte. Ltd., Cypress DC Assets LLC, Medina DC 1 Assets, LLC, and Medina DC 2 Assets, LLC are parties to (6800

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Millcreek Drive, Mississauga; 1400 Kifer Road, Sunnyvale; 375 Riverside Parkway (Ste 125 & 135), Lithia Springs; 375 Riverside Parkway (Ste 145 & 150), Lithia Springs; 21110 Ridgetop Circle, Sterling; 45845 Nokes Boulevard, Sterling; 45901 Nokes Boulevard, Sterling; 115 Second Avenue, Waltham; 8534 Concord Center Drive, Englewood; and 2055 East Technology Circle, Tempe) in the Plan Supplement.

EEE.Provisions Regarding Structure Tone, LLC.

103. Notwithstanding anything to the contrary herein, in the Plan, or in the Schedule of Assumed Executory Contracts and Unexpired Leases, (i) Structure Tone, LLC (“Structure Tone”) shall not be barred or prohibited from challenging, objecting to, or denying the validity and finality of the Cure due and owing to Structure Tone as of the date of filing of the Plan Supplement, *provided* that any such challenge, objection, or denial shall be asserted by Structure Tone within five (5) Business Days of entry of this Confirmation Order; (ii) any monetary or nonmonetary obligations that come due on an assumed Executory Contract between Structure Tone and the Debtors (a “Structure Tone Assumed Contract”) between the filing of the Plan Supplement and the later of the effective date of assumption or assumption and assignment of a Structure Tone Assumed Contract shall be paid in full in Cash or otherwise satisfied by the Debtors as and when they come due; (iii) any monetary obligations that accrue under any Structure Tone Assumed Contract assumed and assigned to the Purchaser pursuant to the Plan from the date of the Debtors’ filing of the Plan Supplement through the later of the effective date of assumption or assumption and assignment, to the extent such amounts come due after the later of the effective date of assumption or assumption and assignment, shall be paid or satisfied in

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full by either the Debtors or the Purchaser, as between them subject to the express terms of the Purchase Agreement; and (iv) no provision shall be construed as releasing any Claim that has been or may be asserted by Structure Tone under any Structure Tone Assumed Contract upon assumption, including (A) a Cure Claim or (B) an Administrative Claim unless and until all monetary and nonmonetary obligations, subject to section 365 of the Bankruptcy Code, as of the effective date of assumption have been satisfied to the extent required under the Bankruptcy Code; *provided, however*, with respect to the foregoing, and to the extent payable by the Debtors, any such Claim shall be filed by the later of (A) the Administrative Claims Bar Date, or (B) thirty (30) days after the effective date of assumption, or (C) such other date as may be otherwise agreed in writing (email being sufficient) with the consent of the Purchaser and the Required Consenting Term Lenders (not to be unreasonably withheld), between the Debtors or the Post-Effective Date Debtors and Structure Tone; and *provided further* that (x) in the absence of filing any such Claim and any Claim under clause (i) of this paragraph 103 of section II by such deadlines, any such Claim shall be barred and extinguished and (y) the existence of a pending dispute as to an amount described in clauses (i), (ii), or (iii) of this paragraph 103 of section II shall not preclude or limit the effectiveness of any assumption or assumption and assignment of the underlying Structure Tone Assumed Contract, and the Debtors or the Post-Effective Date Debtors or, with respect to clause (iii), to the extent expressly set forth in the Purchase Agreement, the Purchaser, as applicable, shall pay any amounts on account of such amounts as agreed between the Debtors or the Post-Effective Date Debtors or with respect to

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Debtors:	CYXTERA TECHNOLOGIES, INC., <i>et al.</i> ,
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clause (iii) to the extent expressly set forth in the Purchase Agreement, the Purchaser, as applicable, and the applicable Counterparty or as ordered by the Court.

FFF.Provisions Regarding Iron Mountain.

104. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or Plan Supplement, between the Confirmation Date and the effective date of assumption and assignment of such Executory Contracts, all rights are expressly reserved solely related to Cure objections on behalf of Iron Mountain, with respect to the Cure amounts (including recovery of attorneys' fees and costs, if applicable), listed on account of the Executory Contracts that Iron Mountain is party to in the Plan Supplement.

GGG.Additional Provisions for Specified Parties.

105. Following the Effective Date, notwithstanding any of the release, discharge, injunction, or waiver provisions to the contrary set forth in the Plan, nothing in the Plan or the Confirmation Order shall modify the rights, if any, of ACPF NOVA Data Center, LLC, RREEF CPIX 2425 Busse Road, LLC, Sabey Datacenters LLC, and International Gateway West LLC (the "Specified Parties") to assert any right of setoff or recoupment that such counterparty may have under applicable bankruptcy or non-bankruptcy law, including, but not limited to, the ability, if any, of such counterparties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Leases.

106. Subject to paragraph 57 of section II hereof, with respect to Unexpired Leases held by the Specified Parties, nothing in the Plan or in the Confirmation Order shall modify the Debtors' or Post-Effective Date Debtors' obligation (or the Purchaser's obligation, if so

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expressly agreed between the Debtors and the Purchaser pursuant to the Purchase Agreement), as applicable, to pay: (1) amounts owed under the Unexpired Leases to the extent accruing prior to the effective date of assumption of such Unexpired Lease, such as for common area maintenance, insurance, taxes, and similar charges, and any regular or periodic ordinary course year-end adjustments and reconciliations of such charges provided for under the terms of the Unexpired Lease, as such charges become due in the ordinary course in accordance with the terms of the Unexpired Lease; (2) any percentage rent that may come due under the assumed Unexpired Lease to the extent it accrues prior to the Effective Date; (3) any other obligations, including indemnification obligations (if any) that arise from third-party claims asserted with respect to or arising from the Debtors' use and occupancy of the premises prior to the Effective Date for which the Debtors had a duty to indemnify such landlord pursuant to any Unexpired Lease, or the obligation of the Debtors or the Post-Effective Date Debtors (or the Purchaser, if so expressly agreed between the Debtors and the Purchaser pursuant to the Purchase Agreement) to pay any postpetition expenses under such Unexpired Leases to the extent they come due under the Unexpired Leases prior to the Effective Date; and (4) any unpaid cure amounts to the extent they accrue prior to the effective date of assumption and assignment; *provided* that the existence of a pending dispute as to an amount described in this paragraph 106 shall not preclude or limit the effectiveness of any assumption or assumption and assignment of the underlying Unexpired Leases in accordance with the Purchase Agreement, and the Debtors or the Post-Effective Date Debtors, as applicable, shall pay any amounts on account of such amounts as agreed between the Debtors or the Post-Effective Date Debtors and the applicable Counterparty or as ordered by the

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Court. If any of the obligations in this paragraph 101 come due after the Effective Date, the Purchaser shall be responsible for and shall pay or satisfy such obligation to the extent expressly set forth in the Purchase Agreement.

HHH.Additional Provisions for NVIDIA Corporation.

107. With respect to all contracts between NVIDIA Corporation and the Debtors, including but not limited to all contracts listed in the *Notice of Filing of First Amended Plan Supplement for the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 713] (the “Contracts”), notwithstanding anything to the contrary in this Confirmation Order, the Plan, or the Plan Supplement, between entry of the Confirmation Order and the effective date of assumption and assignment of the Contracts, all rights are expressly reserved to file an objection with respect to NVIDIA Corporation’s cure objections filed on November 10, 2023 [Docket No. 680] (the “Cure Objections”) solely related to Cure Objections on behalf of NVIDIA Corporation, with respect to both non-monetary and monetary Cure Objections and amounts (including recovery of attorneys’ fees and costs if applicable). For the avoidance of doubt, the Debtors, the Purchaser, and NVIDIA Corporation agree that the Debtors’ entire contractual relationship with NVIDIA Corporation existing as of Confirmation Date shall remain intact and shall be assumed and assigned in its entirety in accordance with the Purchase Agreement.

108. With respect to that certain proposed service order Q-57519-3 (the “Service Order”), the Debtors, the Purchaser, and NVIDIA Corporation agree to cooperate in good faith to

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negotiate and finalize the termination of the Debtors' services with respect to the Service Order prior to the Effective Date.

Exhibit A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-14853 (JKS)
)
) (Jointly Administered)
)

FOURTH AMENDED JOINT PLAN OF
REORGANIZATION OF CYXTERA TECHNOLOGIES, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

COLE SCHOTZ P.C.

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*Co-Counsel to
the Debtors and Debtors in Possession*

Dated: November 13, 2023

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' proposed Claims and Noticing Agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida, 33134.

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INTRODUCTION

Cyxtera Technologies, Inc. and the above-captioned debtors and debtors in possession propose the Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations as well as a summary and description of the Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*Acquired Assets*” has the meaning set forth in the Purchase Agreement.
2. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; (d) Adequate Protection Claims (as defined in the DIP Orders); (e) Restructuring Expenses; (f) the Disinterested Director Fee Claims; (g) the Canadian Fee Claims; and (h) the Breakup Fee and the Expense Reimbursement (each as defined in the Purchase Agreement), to the extent payable under the Purchase Agreement.
3. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which: (a) with respect to Administrative Claims other than Professional Fee Claims, shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.
4. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code.
5. “*Agents*” means, collectively, the DIP Agent, the Prepetition Agent, the Bridge Facility Agent, the New Takeback Facility Agent, and the Receivables Program Agent, including, in each case, any successors thereto.
6. “*AHG*” means that certain ad hoc group of Holders of Term Loan Claims represented by the AHG Advisors.
7. “*AHG Advisors*” means (i) Gibson, Dunn & Crutcher LLP, (ii) Houlihan Lokey Capital, Inc., (iii) Gibbons P.C., and (iv) Goodmans LLP.
8. “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not

required under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions under the Plan on account of such Claims or Interests. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the applicable bar date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

9. “*Asset Sale*” means a Sale Transaction in which the Debtors sell all or substantially all of their assets to the Purchaser pursuant to the Purchase Agreement.

10. “*Assumption or Rejection Objection Deadline*” means the date that is ten (10) days after filing of the Schedule of Assumed Executory Contracts and Unexpired Leases; *provided* that if any Executory Contract or Unexpired Lease is added to or removed from such schedule, or its treatment, including payment of Cure or assignment, is altered pursuant to an amended Schedule of Assumed Executory Contracts and Unexpired Leases, then the Assumption or Rejection Objection Deadline solely with respect to such Executory Contract or Unexpired Lease shall be ten (10) days after filing of the amended Schedule of Assumed Executory Contracts and Unexpired Leases that sets forth such modification.

11. “*Avoidance Actions*” means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 552, and 553(b) of the Bankruptcy Code, and applicable non-bankruptcy law.

12. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

13. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of New Jersey.

14. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

15. “*Bidding Procedures*” means the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order.

16. “*Bidding Procedures Documents*” means the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order.

17. “*Bidding Procedures Motion*” means the Debtors’ Motion for Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief [Docket No. 95].

18. “*Bidding Procedures Order*” means the Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief [Docket No. 180].

19. “*Bridge Facility*” means that certain super senior financing facility issued pursuant to the Bridge Facility Credit Agreement.

20. “*Bridge Facility Agent*” means Wilmington Savings Fund Society, FSB, in its capacity as administrative and collateral agent under the Bridge Facility Credit Agreement.

21. “*Bridge Facility Credit Agreement*” means that certain Frist Lien Priority Credit Agreement dated as of May 4, 2023, by and among Initial Holdings, the Prepetition Borrower, the lenders party thereto, and the Bridge Facility Agent.

22. “*Bridge Facility Documents*” means the Bridge Facility Credit Agreement and any other documentation necessary to effectuate the incurrence of the Bridge Facility.

23. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

24. “*Canadian Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to (i) Gowling WLG (Canada) LLP, in its capacity as Cyxtera’s Canadian counsel pursuant to its engagement letter with Cyxtera; (ii) Alvarez & Marsal Canada Inc., in its capacity as the information officer in *In the Matter of Cyxtera Technologies Inc.*, (2023) Court File No. 2301-07385 (Can. Alta. KB); and (iii) McMillan LLP, in its capacity as counsel to Alvarez & Marsal Canada Inc. On the Effective Date, the Canadian Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

25. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

26. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

27. “*Cause of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

28. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

29. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

30. “*Claims and Noticing Agent*” means Kurtzman Carson Consultants LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

31. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Post-Effective Date Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

32. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

33. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

35. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code as set forth in the *Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 133] and as may be reconstituted from time to time.

36. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

37. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

38. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

39. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, the form and substance of which shall be subject to the consent rights set forth in the RSA, and, in the event of a Sale Transaction, approving the Asset Sale and otherwise subject to the consent rights in the Purchase Agreement.

40. “*Consenting Lenders*” means, collectively, the Holders of First Lien Claims that are signatories to the RSA or any subsequent Holder of First Lien Claims that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

41. “*Consenting Sponsors*” means, collectively, the Holders of Existing Equity Interests that are signatories to the RSA or any subsequent Holder of Existing Equity Interests that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

42. “*Consenting Stakeholders*” means, collectively, the Consenting Lenders and the Consenting Sponsors.

43. “*Consummation*” means the occurrence of the Effective Date.

44. “*Cure*” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code. The amount of a Cure payment, if any, is \$0.00 unless otherwise indicated in the Schedule of Assumed Executory Contracts and Unexpired Leases. The proposed Cure payment for any Executory Contract or Unexpired Lease for which no amount is set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases shall be deemed to equal \$0.00.

45. “*Cyxtera*” means Cyxtera Technologies, Inc.

46. “*D&O Liability Insurance Policies*” means all insurance policies (including any “tail policy”) covering any of the Debtors’ current or former directors’, managers’, officers’ and/or employees’ liability and all agreements, documents, or instruments relating thereto.

47. “*Debtor Release*” means the release set forth in Article VIII.C hereof.

48. “*Debtors*” means, collectively, each of the following: Cyxtera Technologies, Inc., Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Communications, LLC, Cyxtera Data Centers, Inc., Cyxtera DC Holdings, Inc., Cyxtera DC Parent Holdings, Inc., Cyxtera Digital Services, LLC, Cyxtera Employer Services, LLC, Cyxtera Federal Group, Inc., Cyxtera Holdings, LLC, Cyxtera Management, Inc., Cyxtera Netherlands B.V., Cyxtera Technologies Maryland, Inc., and Cyxtera Technologies, LLC.

49. “*Definitive Documents*” means, collectively and as applicable, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the New Organizational Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Documents; (f) the New Takeback Facility Documents, (g) the Plan (and all exhibits thereto); (h) the Confirmation Order; (i) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (and motion(s) seeking approval thereof); (j) all material pleadings Filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) the MIP Documents; (m) any and all filings with or requests for regulatory or other approvals from any governmental entity or unit, other than ordinary course filings and requests, necessary or desirable to implement the Restructuring Transactions; (n) the Bridge Facility Documents; (o) the Bidding Procedures Documents; (p) the Purchase Agreement; and (q) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the Plan. For the avoidance of doubt, the form and substance of each Definitive Document shall be subject to the consent rights set forth in the RSA and, with respect to any Definitive Document that relates to the Purchaser, the Purchase Agreement, or the Asset Sale, such Definitive Document shall be in form and substance reasonably acceptable to the Purchaser unless otherwise provided for in the Purchase Agreement or the Plan.

50. “*DIP Agent*” means the administrative agent and collateral agent under the DIP Facility.

51. “*DIP Agent Advisors*” means ArentFox Schiff LLP, in its capacity as counsel to the DIP Agent and the Prepetition Priority Administrative Agent (as defined in the DIP Orders).

52. “*DIP Claims*” means any Claim against any Debtor derived from, based upon, or arising under the DIP Facility, the DIP Credit Agreement, or the other DIP Documents.

53. “*DIP Credit Agreement*” means that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 7, 2023, by and among Initial Holdings, Prepetition Borrower, the lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent.

54. “*DIP Documents*” means, collectively, the DIP Credit Agreement and any other documents governing the DIP Facility, including the DIP Orders, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

55. “*DIP Facility*” means the superpriority senior secured debtor-in-possession credit facility provided for under the DIP Documents.

56. “*DIP Lenders*” means, collectively, each lender under the DIP Facility.

57. “*DIP Loans*” means the loans issued pursuant to the DIP Credit Agreement.

58. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order.

59. “*Disbursing Agent*” means, with respect to all distributions to be made under the Plan other than distributions on account of General Unsecured Claims, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, or any Entity the Debtors, the Post-Effective Date Debtors, or the Plan Administrator selects to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and, with the respective Agent’s prior written consent, the Agents, as applicable.

60. “*Disclosure Statement*” means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

61. “*Disclosure Statement Order*” means the *Order Approving (I) the Adequacy of the Disclosure Statement, (II) the Solicitation Procedures, (III) the Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [Docket No. 563].

62. “*Disinterested Director Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to the disinterested directors of Cyxtera pursuant to their respective director agreements with Cyxtera. On the Effective Date, the Disinterested Director Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

63. “*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or Proof of Interest or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

64. “*Disputed Claims Reserve Amount*” means Cash in an amount to be determined by the Debtors in consultation with the Required Consenting Term Lenders, which amount shall be used to fund the Disputed Claims Reserve.

65. “*Disputed Claims Reserve*” means the account to be established on the Effective Date and funded with the Disputed Claims Reserve Amount for distribution as set forth in Article VII.G, if any.

66. “*Distributable Consideration*” means, in the event of a Sale Transaction, all Cash of the Debtors or the Post-Effective Date Debtors, as applicable, on or after the Effective Date, including any Cash comprising the Purchase Price and the Residual Cash, after payment of the Administrative Claims, DIP Claims, Professional Fee Claims, Disinterested Director Fee Claims, Canadian Fee Claims, Restructuring Expenses, Priority Tax Claims, Receivables Program Claims, Other Secured Claims, and Other Priority Claims, each as set forth in the Plan, and funding the Professional Fee Escrow Account, the GUC Trust, the Disputed Claims Reserve, the Wind-Down Reserve, and the Priority Claims Reserve, as applicable, *plus* any non-Cash consideration comprising the Purchase Price *plus* any proceeds generated by any Cause of Action retained by the Post-Effective Date Debtors.

67. “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date agreed to by the Debtors and the Required Consenting Term Lenders.

68. “*Distribution Reserve Accounts*” means, in the event of an Asset Sale, the Priority Claims Reserve and the Wind-Down Reserve established pursuant to the Plan.

69. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect, and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

70. “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

71. “*Equity Investment Transaction*” means a restructuring under the Plan pursuant to which, among other things, the Purchaser purchases all or substantially all of the New Common Stock in exchange for the Purchase Price.

72. “*Equity Security*” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

73. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

74. “*Exchange Act*” means the Securities Exchange Act of 1934, as amended, 15 U.S.C. §§ 78a et seq, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

75. “*Excluded Assets*” has the meaning set forth in the Purchase Agreement.

76. “*Excluded Liabilities*” has the meaning set forth in the Purchase Agreement.

77. “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) the Post-Effective Date Debtors, (c) the Committee and the members of the Committee; and (d) with respect to each of the foregoing Entities in clauses (a) through (c), each such Entity’s current and former control persons, directors, members of any committees of any Entity’s board of directors or managers, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, advisory board members, financial advisors, attorneys (including any attorneys or other professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

78. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

79. “*Existing Equity Interests*” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of Cyxtera (in each case whether or not arising under or in connection with any employment agreement) immediately prior to the consummation of the transactions contemplated in the Plan.

80. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

81. “*File*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “*Filed*” and “*Filing*” shall have correlative meanings.

82. “*Final DIP Order*” means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297].

83. “*Final Order*” means, as applicable, an order or judgment in any U.S. or non-U.S. forum of the Bankruptcy Court or any other court of competent jurisdiction (including any Canadian or other non-U.S. court) with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a “*Final Order*” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

84. “*Final Receivables Program Order*” means the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295].

85. “*First Lien Claims*” means, collectively, the RCF Claims and the Term Loan Claims.

86. “*First Lien Credit Agreement*” means that certain First Lien Credit Agreement, dated as of May 17, 2017, by and among the Prepetition Borrower, Initial Holdings, the lenders from time to time party thereto, the issuers of letters of credit thereunder, and the Prepetition Agent, as the same may be amended, supplemented, or otherwise modified from time to time.

87. “*First Lien Credit Documents*” means the First Lien Credit Agreement and any other documentation necessary to effectuate the incurrence of the Revolving Credit Facility or the Term Loan Facilities.

88. “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim, (b) a Professional Fee Claim, (c) a Priority Tax Claim, (d) a Secured Tax Claim, (e) a DIP Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) a First Lien Claim, (i) a Receivables Program Claim, (j) an Intercompany Claim, (k) a Section 510 Claim, (l) a Disinterested Director Fee Claim, (m) a Canadian Fee Claim, or (n) a Restructuring Expense.

89. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Post-Effective Date Debtors, as applicable.

90. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

91. “*GUC Trust*” means the trust established on the Effective Date in accordance with the Plan to hold the GUC Trust Assets and administer Allowed General Unsecured Claims pursuant to the GUC Trust Agreement.

92. “*GUC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust to be entered into on or before the Effective Date between the Debtors and the GUC Trustee, which agreement shall be in form and substance acceptable to the Debtors, the Committee, and the Required Consenting Term Lenders.

93. “*GUC Trust Assets*” means \$8.65 million in Cash to be transferred by the Debtors to the GUC Trust on the Effective Date.

94. “*GUC Trustee*” means, in its capacity as such, the Person selected by the Committee in consultation with the Debtors and the Required Consenting Term Lenders, and any successor thereto, in accordance with the GUC Trust Agreement.

95. “*GUC Trust Fees and Expenses*” means all reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets) incurred by the GUC Trust, any professionals retained by the GUC Trust, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust.

96. “*GUC Trust Net Assets*” means the GUC Trust Assets *less* the GUC Trust Fees and Expenses.

97. “*Holder*” means an Entity that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

98. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

99. “*Initial Holdings*” means Cyxtera DC Parent Holdings, Inc.
100. “*Intercompany Claim*” means any Claim against a Debtor held by another Debtor.
101. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.
102. “*Interest*” means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, or repurchase rights; convertible, exercisable, or exchangeable securities; or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.
103. “*Interim DIP Order*” means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70].
104. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.
105. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.
106. “*Management Incentive Plan*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the management incentive plan reserving up to 10 percent of the New Common Stock on a fully diluted basis, with structure, awards, and terms of the management incentive plan to be determined by the New Board, which management incentive plan shall be acceptable to the Required Consenting Term Lenders and the Debtors.
107. “*MIP Documents*” means, collectively, the documents governing the Management Incentive Plan, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.
108. “*New Board*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the board of directors or similar Governing Body of Reorganized Cyxtera, which shall be acceptable to the Required Consenting Term Lenders, including, without limitation, with respect to the number and identity of the directors.
109. “*New Common Stock*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, a single class of common equity interests issued by Reorganized Cyxtera on the Effective Date.
110. “*New Organizational Documents*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the documents providing for corporate governance of Reorganized Cyxtera and the other Post-Effective Date Debtors, as applicable, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable) and in form and substance subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, in form and substance reasonably acceptable to the Purchaser.
111. “*New Takeback Facility*” means, in the event of a Recapitalization Transaction, a new senior secured, first lien, “first out” term loan facility, in an initial aggregate principal amount of \$200,468,511.87 *plus* any accrued and unpaid interest, fees, costs, charges, expenses, and any other accrued and unpaid amounts under the DIP Documents as of the Effective Date, to be incurred by the Debtors on the Effective Date in connection with effectuating the Recapitalization Transaction in accordance with the Plan and the Restructuring Transactions Memorandum, in each case as determined by the Debtors and in form and substance subject to the consent rights set forth in the RSA.
112. “*New Takeback Facility Agent*” means the agent under the New Takeback Facility Credit Agreement.

113. “*New Takeback Facility Credit Agreement*” means the credit agreement with respect to the New Takeback Facility, as may be amended, supplemented, or otherwise modified from time to time and which shall be in form and substance subject to the consent rights set forth in the RSA.

114. “*New Takeback Facility Documents*” means the New Takeback Facility Credit Agreement and any other documentation necessary or appropriate to effectuate the incurrence of the New Takeback Facility, each of which shall be in form and substance subject to the consent rights set forth in the RSA.

115. “*New Takeback Facility Loans*” means loans issued under the New Takeback Facility.

116. “*Other Priority Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

117. “*Other Secured Claim*” means any Secured Claim against the Debtors other than the DIP Claims, the Priority Tax Claims, the Receivables Program Claims, or the First Lien Claims.

118. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

119. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

120. “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, the Purchase Agreement, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

121. “*Plan Administrator*” means, in the event of an Asset Sale, the Person selected by the Debtors and the Required Consenting Term Lenders and, in the event of an Asset Sale, after consultation with the Purchaser, to administer all assets of the Estates vested in the Post-Effective Date Debtors, and thereafter, all assets held from time to time by the Post-Effective Date Debtors.

122. “*Plan Administrator Agreement*” means that certain agreement entered into no later than the Effective Date setting forth, among other things, the Plan Administrator’s rights, powers, obligations, and compensation, which shall be in form and substance subject to the consent rights set forth in the RSA.

123. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

124. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, subject to the consent rights set forth in the Purchase Agreement (in the event of an Asset Sale), and as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors, to the extent reasonably practicable, no later than three (3) days before the deadline to vote to accept or reject the Plan or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the New Organizational Documents; (b) the identity and members of the New Board; (c) the Schedule of Retained Causes of Action; (d) the New Takeback Facility Documents; (e) the Restructuring Transactions Memorandum; (f) the Schedule of Assumed Executory Contracts and Unexpired Leases; (g) the Schedule of Rejected Executory Contracts and Unexpired Leases; (h) the GUC Trust Agreement; (i) in the event of an Asset Sale, the Plan Administrator Agreement and the identity of the Plan Administrator; (j) in the event of a Sale Transaction, the Purchase Agreement; and (k) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

125. “*Post-Effective Date Debtors*” means the Debtors after the Effective Date or the Plan Administrator, as applicable.

126. “*Prepetition Agent*” means Citibank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

127. “*Prepetition Borrower*” means Cyxtera DC Holdings, Inc. (f/k/a Colorado Buyer Inc.).

128. “*Prepetition First Lien Administrative Agent Advisors*” means (i) Davis Polk & Wardwell LLP, (ii) Greenberg Traurig, LLP, and (iii) FTI Consulting, Inc.

129. “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

130. “*Priority Claims Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator on the Effective Date and funded with the Priority Claims Reserve Amount for distribution to Holders of Priority Claims (except for Professional Fee Claims) as set forth in Article II.

131. “*Priority Claims Reserve Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined in the Debtors’ reasonable business judgment and in consultation with the Required Consenting Term Lenders, which amount shall be used by the Plan Administrator to fund the Priority Claims Reserve.

132. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

133. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

134. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals reasonably estimate in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

135. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

136. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

137. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases by the applicable bar date.

138. “*Proof of Interest*” means a proof of Interest filed in any of the Debtors in the Chapter 11 Cases.

139. “*Purchase Agreement*” means the purchase agreement entered into by the Debtors and the Purchaser in accordance with the Bidding Procedures, which shall be in form and substance subject to the consent rights set forth in the RSA and acceptable to the Purchaser and the Required Consenting Term Lenders.

140. “*Purchase Price*” has the meaning set forth in the Bidding Procedures.

141. “*Purchaser*” means, (a) in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue the Asset Sale, Phoenix Data Center Holdings LLC and its affiliates that are Designees under and as defined in the Purchase Agreement, or (b) in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue the Equity Investment Transaction, the “Purchaser” under and as defined in the Purchase Agreement.

142. “*RCF Claims*” means any Claim on account of the Revolving Credit Facility and any claim against any non-Debtor Affiliate of a Debtor under such Revolving Credit Facility.

143. “*Recapitalization Transaction*” means, in the event that the Debtors, with the consent of the Required Consenting Term Lenders, do not determine to pursue a Sale Transaction, the restructuring transaction pursuant to the Plan, pursuant to which, among other things, Holders of First Lien Claims receive 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan.

144. “*Receivables Program*” means that certain trade receivables securitization facility pursuant to the Receivables Program Documents and approved by the Final Receivables Program Order.

145. “*Receivables Program Agent*” means, collectively, PNC Bank, National Association, in its capacity as Administrative Agent under the Receivables Program Documents, and PNC Capital Markets LLC, in its capacity as Structuring Agent under the Receivables Program Documents, including, in each case, any successors thereto.

146. “*Receivables Program Claims*” means any Claims constituting Receivables Program Obligations (as defined in the Final Receivables Program Order).

147. “*Receivables Program Documents*” means, collectively, the “Transaction Documents” as defined in the Final Receivables Program Order, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

148. “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” and “Reinstatement” shall have correlative meanings.

149. “*Related Party*” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

150. “*Released Party*” means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Releasing Party; (e) each Agent; (f) each DIP Lender; (g) in the event of a Sale Transaction, the Purchaser; (h) the Committee and each member of the Committee; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); (j) each Related Party of each Entity in clause (a) through this clause (j); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases described in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

151. “*Releasing Party*” means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Post-Effective Date Debtors; (c) each DIP Lender; (d) each Agent; (e) each Consenting Stakeholder; (f) in the event of a Sale Transaction, the Purchaser; (g) the Committee and each member of the Committee; (h) all Holders of Claims that vote to accept the Plan; (i) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (j) all Holders of Claims who abstain from voting on the Plan, other than those who were not sent a Ballot or an Opt Out Form (each as defined in the Disclosure Statement Order), and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or

notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through (k); and (m) each Related Party of each Entity in clause (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided* that, for the avoidance of doubt, an Entity in clause (i) through clause (k) shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

152. “*Reorganized Cyxtera*” means Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

153. “*Required Consenting Term Lenders*” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Lenders.

154. “*Residual Cash*” means, in the event of a Sale Transaction, the sum of (a) any amounts remaining in the Professional Fee Escrow Account after payment in full of all Allowed Professional Fee Claims, (b) any amounts remaining in the Priority Claims Reserve after payment in full of all Allowed Priority Claims and Allowed Administrative Claims (other than Professional Fee Claims), (c) any amounts remaining in the Disputed Claim Reserve after the final resolution of Disputed Claims, and (d) any amounts remaining in the Wind-Down Reserve after entry of a final decree closing the last of the Chapter 11 Cases.

155. “*Restructuring Expenses*” means the reasonable and documented fees and expenses accrued from the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors of: (i) the AHG Advisors; (ii) the DIP Agent Advisors; and (iii) the Prepetition First Lien Administrative Agent Advisors.

156. “*Restructuring Term Sheet*” means the term sheet attached to the RSA as Exhibit B.

157. “*Restructuring Transactions*” means the transactions described in Article IV.B of the Plan.

158. “*Restructuring Transactions Memorandum*” means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement, which shall be in form and substance acceptable to the Required Consenting Term Lenders, and, in the event of a Sale Transaction, the Purchaser.

159. “*Revolving Credit Facility*” means that certain first lien, multi-currency revolving credit facility (including the letters of credit issued thereunder) issued pursuant to the First Lien Credit Agreement.

160. “*RSA*” means that certain restructuring support agreement, dated as of May 4, 2023, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto (including the Restructuring Term Sheet), as may be amended, modified, or supplemented from time to time, in accordance with its terms.

161. “*Sale Transaction*” means, as applicable, either an Equity Investment Transaction or an Asset Sale.

162. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors, which shall be subject to the consent rights set forth in the RSA and, in the event of an Asset Sale, acceptable to the Purchaser and the Required Consenting Term Lenders and in all respects consistent with the terms of the Purchase Agreement, of certain Executory Contracts and Unexpired Leases (and their Cure amounts) to be assumed by the Debtors or assumed by the Debtors and assigned to the Purchaser, as applicable, pursuant to the Plan and the Purchase Agreement, as the same may be amended, modified, or supplemented from time to time by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, in accordance with the Plan and, in the event of an Asset Sale, the Purchase Agreement, and with the consent of the Purchaser and the Required Consenting Term Lenders.

163. “*Schedule of Rejected Executory Contracts and Unexpired Leases*” means a schedule to be included in the Plan Supplement, as determined by the Debtors, which shall be subject to the consent rights set forth in the RSA and, in the event of an Asset Sale, acceptable to the Purchaser and the Required Consenting Term Lenders and in all respects consistent with the terms of the Purchase Agreement, of certain Executory Contracts and Unexpired Leases that will be rejected by the Debtors pursuant to the Plan and the Purchase Agreement (if applicable), as the same may be amended, modified, or supplemented from time to time by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, in accordance with the Plan and with the consent of the Purchaser and the Required Consenting Term Lenders.

164. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, which shall be subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, subject to the consent of the Purchaser.

165. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto.

166. “*Section 510 Claim*” means any Claim or Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

167. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

168. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

169. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

170. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

171. “*Solicitation Materials*” means, collectively, the solicitation materials with respect to the Plan.

172. “*Term Loan Claims*” means any claim on account of the Term Loan Facilities, including any claim against any non-Debtor Affiliate of a Debtor under such Term Loan Facilities.

173. “*Term Loan Facilities*” means those certain first lien term loan facilities issued pursuant to the First Lien Credit Agreement.

174. “*Third-Party Release*” means the release set forth in Article VIII.D of the Plan.

175. “*U.S. Trustee*” means the Office of the United States Trustee for the District of New Jersey.

176. “*Undrawn LC Facility Claims*” means any RCF Claims on account of the letters of credit provided under the First Lien Credit Agreement that are outstanding and undrawn as of the Distribution Record Date.

177. “*Undrawn LC Facility Claims Reserve*” has the meaning set forth in Article IV.D.4 of the Plan.

178. “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

179. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

180. “*Wind Down*” means, in the event of an Asset Sale, the wind down and dissolution of the Debtors’ Estates as set forth in Article IV.D.5.

181. “*Wind-Down Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined by the Debtors with the consent of the Required Consenting Term Lenders, not to be unreasonably withheld, to fund the Wind Down, including any statutory fees payable pursuant to the Bankruptcy Code, in accordance with Article IV.D.5 of the Plan.

182. “*Wind-Down Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator and funded with the Wind-Down Amount to fund the Wind Down in accordance with Article IV.D.5 of the Plan and for Plan Administrator purposes in accordance with Article IV.D.4.

B. Rules of Interpretation.

For purposes of the Plan: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (ii) shall affect any party’s consent rights (including those of the Purchaser in the event of a Sale Transaction) over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (iii) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan or Confirmation Order, as applicable; (iv) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (v) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (viii) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (ix) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (x) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (xi) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xii) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (xiii) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (xiv) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xv) any immaterial effectuating provisions herein may be interpreted by the Post-Effective Date Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (xvi) unless otherwise specified and subject to the reasonable consent of the Required Consenting Term Lenders, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to

the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan; any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Post-Effective Date Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors and the Post-Effective Date Debtors.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors and the Post-Effective Date Debtors shall mean the Debtors and the Post-Effective Date Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

H. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against, and Interests in, the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

I. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all consultation, information, notice, and consent rights of the parties to the RSA, as applicable, and as respectively set forth therein, with respect to the form and substance of the Plan, all exhibits to the Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the RSA, as applicable, shall not impair such rights and obligations.

In the event of an Asset Sale, notwithstanding anything to the contrary herein, all consultation, information, notice, and consent rights of the parties to the Purchase Agreement, as applicable, and as respectively set forth therein, shall be fully enforceable in accordance with the terms of the Purchase Agreement.

ARTICLE II.

ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Receivables Program Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Claims, Professional Fee Claims, Receivables Program Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of the Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.** Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party by the Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

B. DIP Claims.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim: (i) in the event of a Recapitalization Transaction, either (a) the DIP Loan giving rise to such Allowed DIP Claim shall be refinanced by means of a cashless settlement whereby such DIP Loan shall be converted on a dollar-for-dollar basis into New Takeback Facility Loans in accordance with the DIP Documents and the New Takeback Facility Documents, and all collateral that secures the Obligations (as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall be reaffirmed, ratified, and shall automatically secure all obligations under the New Takeback Facility Documents, subject to the priorities of liens and payment set forth in the New Takeback Facility Documents, or (b) such DIP Claim shall be paid in full in Cash; or (ii) in the event of a Sale Transaction, Holders of the DIP Claims shall receive payment in full in Cash or, with the consent of Required Consenting Term Lenders and the Purchaser, such other treatment rendering Allowed DIP Claims Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from funds held in the Professional Fee Escrow Account. The Post-Effective Date Debtors shall establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date.

2. Professional Fee Escrow Account.

On the Effective Date, the Post-Effective Date Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors, without any further action or order of the Bankruptcy Court; *provided, however*, in the event of a Sale Transaction, any remaining amount in the professional Fee Escrow Account shall constitute Residual Cash and be distributable to Holders of Allowed First Lien Claims.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

E. Payment of Restructuring Expenses.

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date, and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses arising directly out of the implementation of the Plan and Consummation thereof without any requirement for review or approval by the Bankruptcy Court or for any party to File a fee application with the Bankruptcy Court.

F. Receivables Program Claims.

All Receivables Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed to by the Holder of a Receivables Program Claim, the Allowed Receivables Program Claims will be satisfied in full in Cash by the applicable Debtor or Post-Effective Date Debtor in accordance with the terms of the Receivables Program Documents. On the Effective Date, or as soon as reasonably practicable thereafter, all fees and expenses incurred by the advisors to the parties to the Receivables Program shall be paid in full in Cash to the extent required under the Final Receivables Program Order.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Section 510 Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)

Class	Claims and Interests	Status	Voting Rights
Class 8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Post-Effective Date Debtors, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and, at the option of the Debtors and the Required Consenting Term Lenders and, in the event of an Asset Sale, consistent with the Purchase Agreement, either:
 - (i) payment in full in Cash of its Allowed Other Secured Claim;
 - (ii) Reinstatement of its Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; or
 - (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

- (a) *Classification:* Class 2 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, which, in the event of an Asset Sale, shall be consistent with the Purchase Agreement.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Claims

- (a) *Classification:* Class 3 consists of any First Lien Claims against any Debtor.
- (b) *Allowance:* The First Lien Claims shall be Allowed in the aggregate principal amount of approximately \$961,496,926, plus (i) any and all unpaid interest, fees, premiums, drawn amounts under letters of credit, and all other obligations, amounts, and expenses due and owing under the First Lien Credit Agreement or related documents (including post-petition interest at the default contract rate) as of the Effective Date and (ii) amounts on account of letters of credit issued under the First Lien Credit Agreement that are drawn after the Distribution Record Date.
- (c) *Treatment:* On the Effective Date, each Holder of a First Lien Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction of such Claim:
 - (i) in the event of a Recapitalization Transaction, its *pro rata* share of 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan; or
 - (ii) in the event of a Sale Transaction, its *pro rata* share of the Distributable Consideration (including, for the avoidance of doubt, the Residual Cash).
- (d) *Voting:* Class 3 is Impaired under the Plan, and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 - General Unsecured Claims

- (a) *Classification:* Class 4 consists of General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each Holder of a General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the GUC Trust Net Assets.
- (c) *Voting:* Class 4 is Impaired under the Plan, and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 - Section 510(b) Claims

- (a) *Classification:* Class 5 consists of all Section 510(b) Claims.
- (b) *Treatment:* On the Effective Date, all Section 510 Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510 Claims will not receive any distribution on account of such Section 510 Claims.
- (c) *Voting:* Class 5 is Impaired under the Plan. Holders of Allowed Claims in Class 5 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6 - Intercompany Claims

- (a) *Classification:* Class 6 consists of all Intercompany Claims.
- (b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser and consistent with the Purchase Agreement, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Claim.
- (c) *Voting:* Class 6 is Unimpaired if the Class 6 Claims are Reinstated or Impaired if the Class 6 Claims are cancelled. Holders of Class 6 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 - Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, Intercompany Interests shall be, at the election of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser and consistent with the Purchase Agreement, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Interests.
- (c) *Voting:* Class 7 is Unimpaired if the Class 7 Interests are Reinstated or Impaired if the Class 8 Interests are cancelled. Holders of Class 7 Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 - Existing Equity Interests

- (a) *Classification:* Class 8 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, all Existing Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of Interests shall receive no recovery or distribution on account of their Existing Equity Interests.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed Interests in Class 8 are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Intercompany Interests.

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of New Common Stock, and in exchange for the agreement of the Debtors and/or the Post-Effective Date Debtors, as applicable, under the Plan to make certain distributions to the Holders of Allowed Claims.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. Subject to the consent rights set forth in the RSA and the Purchase Agreement, the Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and their respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, and subject to the RSA, the Post-Effective Date Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims and Interests.

To the greatest extent permissible under the Bankruptcy Code, and in consideration of the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. To the greatest extent permissible under the Bankruptcy Code, the Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions (which, for the avoidance of doubt, shall in each case be in form, substance, and structure reasonably acceptable to the Required Consenting Term Lenders and, solely with respect to items (i), (ii), (viii), and (ix), subject to the consent rights set forth in the Purchase Agreement in the event of a Sale Transaction) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the execution and delivery of the New Takeback Facility Documents and entry into the New Takeback Facility; (v) the issuance and distribution of the New Common Stock as set forth in the Plan; (vi) the implementation of the Management Incentive Plan; (vii) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); (viii) the execution of a Purchase Agreement and consummation of a Sale Transaction in accordance therewith; (ix) such other transactions that, in the reasonable business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, the Required Consenting Term Lenders (in the event of a Recapitalization Transaction), and the Purchaser (in the event of a Sale Transaction), are required to effectuate the Restructuring Transactions; and (x) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 105, 363, 1123, and 1141 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Asset Sale in the event of an Asset Sale.

The Debtors shall pursue the Recapitalization Transaction unless the Debtors determine, with the consent of the Required Consenting Term Lenders, to pursue an Equity Investment Transaction or an Asset Sale.

C. The Equity Investment Transaction or Recapitalization Transaction.

If the Equity Investment Transaction or Recapitalization Transaction occurs, the following provisions shall govern.

1. The Post-Effective Date Debtors.

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Organizational Documents. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund or make distributions under the Plan, as applicable, with: (i) the issuance of New Takeback Facility Loans under the New Takeback Facility, (ii) the proceeds from the Equity Investment Transaction; (iii) the New Common Stock, (iv) the GUC Trust Net Assets, and (v) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Common Stock, will be exempt from Securities Act registration, as described more fully in Article IV.C.6 below.

(a) The New Takeback Facility.

In the event of a Recapitalization Transaction, on the Effective Date, the Post-Effective Date Debtors shall enter into the New Takeback Facility Credit Agreement. Confirmation of the Plan shall be deemed approval of the New Takeback Facility and the New Takeback Facility Documents, as applicable, and all transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Post-Effective Date Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Post-Effective Date Debtors to enter into and execute the New Takeback Facility Documents and such other documents as may be required to effectuate the treatment afforded by the New Takeback Facility. Execution of the New Takeback Facility Credit Agreement by the New Takeback Facility Agent shall be deemed to bind all Holders of DIP Claims as if each such Holder had executed the New Takeback Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Takeback Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Takeback Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Takeback Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

(b) New Common Stock.

Reorganized Cyxtera shall be authorized to issue a certain number of shares of New Common Stock pursuant to its New Organizational Documents and any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the New Common Stock shall be authorized without the need for any further corporate action. On the Effective Date, the New Common Stock shall be issued and distributed pursuant to, and in accordance with, the Plan, and, in the event of an Equity Investment Transaction, the Purchase Agreement.

All of the shares of New Common Stock issued pursuant to the Plan and, if applicable, the Purchase Agreement shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Common Stock shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The New Common Stock will not be registered under the Securities Act or on any national securities exchange as of the Effective Date.

3. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4. Plan Implementation.

In the event of an Equity Investment Transaction, on the Effective Date, the Purchaser shall purchase substantially all of the New Common Stock free and clear of all Liens, Claims, Interests, charges, or other encumbrances in exchange for the Purchase Price set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Purchaser, and the Post-Effective Date Debtors, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

The Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Equity Investment Transaction pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

5. New Organizational Documents.

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended as may be necessary to effectuate the transactions contemplated by the Plan. To the extent required under the Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation and the New Organizational Documents. For the avoidance of doubt, any claimant's acceptance of the New Common Stock shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Post-Effective Date Debtors.

6. Certain Securities Law Matters.

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Common Stock as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The shares of New Common Stock to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered "restricted securities," will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

7. Management Incentive Plan.

On or as soon as reasonably practicable following the Effective Date, the Post-Effective Date Debtors shall adopt and implement the Management Incentive Plan, which will provide that up to 10% of the value of the New Common Stock as of the Effective Date, on a fully diluted basis, shall be issued in connection with the Management Incentive Plan on terms acceptable to the Required Consenting Term Lenders and the Debtors and, in the event of an Equity Investment Transaction, the Purchaser. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

8. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, if applicable, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in

place as of the Effective Date with the Debtors shall be assumed by the Post-Effective Date Debtors and shall remain in place as of the Effective Date, and the Post-Effective Date Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Post-Effective Date Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Post-Effective Date Debtors, such employee, and the Required Consenting Term Lenders and, in the event of an Equity Investment Transaction, the Purchaser.

D. The Asset Sale.

If the Asset Sale occurs, the following provisions shall govern.

1. The Asset Sale.

On the Effective Date, the Debtors shall consummate the Sale Transaction contemplated by the Purchase Agreement. Following the discharge of the Debtors pursuant to Section 1141 of the Bankruptcy Code and as set forth in this Plan and the Confirmation Order, the Acquired Assets shall, to the extent set forth in the Purchase Agreement, be transferred to and vest in the Purchaser free and clear of all Liens, Claims, Interests, charges, or other encumbrances (except for those Liens, Claims, Interests, charges, or other encumbrances expressly assumed by the Purchaser pursuant to the terms of the Purchase Agreement) in exchange for the Purchase Price as set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Post-Effective Date Debtors, and the Purchaser, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 105, 363, 365, 1123(a)(5)(B), 1123(a)(5)(D), 1123(b)(4), 1141(b), and 1141(c) of the Bankruptcy Code. From and after the Effective Date, except as expressly set forth in the Purchase Agreement, neither the Purchaser nor any of its affiliates shall be liable for any Claims, Administrative Claims, or other liabilities of the Debtors or the Post-Effective Date Debtors, which shall be payable solely in accordance with this Plan and from the proceeds of the Asset Sale and the other assets of the Debtors or Post-Effective Date Debtors, as applicable, that do not constitute Assumed Liabilities (as defined in the Purchase Agreement) or that were not otherwise transferred or assigned to the Purchaser or any of its affiliates pursuant to the Purchase Agreement.

Subject to the consent rights set forth in the RSA, the Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan, as well as to execute, deliver, file, record, and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court; act or action under applicable law, regulation, order, rule; or the vote, consent, authorization, or approval of any Entity. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Sale Transaction and the Plan, and any documents in connection therewith, shall be deemed authorized and approved without any requirement of further act or action by the Debtors. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan with: (i) the proceeds from the Asset Sale, (ii) the GUC Trust Net Assets, (iii) the Debtors' Cash on hand, and (iv) the proceeds of any Causes of Action retained by the Post-Effective Date Debtors. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

3. Post-Effective Date Debtors.

On and after the Effective Date, the Post-Effective Date Debtors shall continue in existence for purposes of (i) winding down the Debtors' business and affairs as expeditiously as reasonably possible as authorized by the Bankruptcy Court; (ii) resolving Disputed Claims; (iii) making distributions on account of Allowed Claims as provided hereunder; (iv) establishing and funding the Distribution Reserve Accounts; (v) enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (vi) filing appropriate tax returns; (vii) complying with any continuing obligations under the Purchase Agreement; and (viii) administering the Plan in an efficacious manner. The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

Notwithstanding anything to the contrary in the Plan, on the Effective Date, any Cause of Action not settled, released, discharged, enjoined, or exculpated under the Plan or transferred pursuant to the Purchase Agreement on or prior to the Effective Date shall vest in the Post-Effective Date Debtors and shall be subject to administration by the Plan Administrator, and the net proceeds thereof shall be Distributable Consideration.

4. Plan Administrator.

On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The Plan Administrator shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan in accordance with the Wind Down and as otherwise provided in the Confirmation Order.

From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. The foregoing shall not limit the authority of the Post-Effective Date Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer. The Debtors, after the Confirmation Date, and the Post-Effective Date Debtors or Plan Administrator, after the Effective Date, shall be permitted to make payments to employees pursuant to employment programs then in effect, and, in the reasonable business judgment of the Plan Administrator and upon three (3) Business Days' notice to counsel to the AHG, to implement additional employee programs and make payments thereunder solely as necessary to effectuate the Wind Down, without any further notice to or action, order, or approval of the Bankruptcy Court.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the business and affairs of the Debtors and Post-Effective Date Debtors, including: (i) making distributions under the Plan; *provided* that, prior to making final distributions as contemplated herein and until all letters of credit issued under the First Lien Credit Agreement are replaced and cancelled, are drawn, or expire pursuant to their terms, the Plan Administrator or the Disbursing Agent, at the election of the Debtors or the Post-Effective Date Debtors, as applicable, shall reserve an amount of Distributable Consideration or New Common Stock, as applicable, on account of the Undrawn LC Facility Claims equal to the incremental distributions to which such Holders of First Lien Claims would be entitled if all undrawn letters of credit issued under the First Lien Credit Agreement were drawn and funded as contemplated therein (the "Undrawn LC Facility Claims Reserve"); (ii) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post-Effective Date Debtors in accordance with the Wind-Down Reserve; (iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (iv) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (v) establishing

and maintaining bank accounts in the name of the Post-Effective Date Debtors; (vi) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (vii) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors; (viii) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in accordance with Article IV.E; (ix) administering and paying taxes of the Post-Effective Date Debtors, including filing tax returns; (x) representing the interests of the Post-Effective Date Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; (xi) in the event of a Sale Transaction, discharging the Sellers' and the Post-Effective Date Debtors' Post-Effective Date obligations under the Purchaser Agreement; and (xii) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Wind-Down Reserve.

To the extent that undrawn letters of credit issued under the First Lien Credit Agreement are drawn after the Distribution Record Date, such Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve. The Plan Administrator shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise. For the avoidance of doubt, the foregoing shall not affect distributions to holders of First Lien Claims on account of drawn letters of credit as of the Distribution Record Date.

(a) Retention of Professionals.

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, at the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties for the Post-Effective Date Debtors. The reasonable fees and expenses of such professionals, if applicable, shall be paid from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Post-Effective Date Debtors' retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

(b) Compensation of the Plan Administrator.

The Plan Administrator's compensation, on a post-Effective Date basis, shall be as described in the Plan Supplement, reasonably acceptable to the Required Consenting Term Lenders, and paid out of the Wind-Down Reserve. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

(c) Plan Administrator Expenses.

All costs, expenses, and obligations incurred by the Plan Administrator or the Post-Effective Date Debtors in administering the Plan or in effecting distributions thereunder (including the reimbursement of reasonable expenses), including any costs, expenses, or obligations in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Reserve.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

(d) Exculpation, Indemnification, Insurance, and Liability Limitation.

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtors. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtors and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtors. The Plan Administrator may rely upon written information previously generated by the Debtors.

(e) Tax Returns.

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors and, pursuant to section 505 of the Bankruptcy Code and subject to applicable law, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate.

(f) Dissolution of the Post-Effective Date Debtors.

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made, completion of all of its duties under the Plan and the Purchase Agreement, and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtors shall be deemed to be dissolved without any further action by the Post-Effective Date Debtors, including the filing of any documents with the secretary of state for the state in which each Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtors in and withdraw the Post-Effective Date Debtors from applicable state(s).

To the extent the Debtors have any Cash or other property remaining after the Chapter 11 Cases have been closed, such Cash or other property shall constitute Residual Cash and shall be immediately allocated and distributable to the Holders of Allowed First Lien Claims.

5. Wind Down.

As soon as practicable after the Effective Date, the Plan Administrator shall: (i) cause the Debtors and the Post-Effective Date Debtors, as applicable, to comply with and abide by the terms of the Purchase Agreement and any other documents contemplated thereby; (ii) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of one or more of the Debtors or the Post-Effective Date Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (iii) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the shareholders or board of directors or managers of any Debtor. From and after the Effective Date, except with respect to Post-Effective Date Debtors as set forth herein, the Debtors (x) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (y) shall be deemed to have canceled pursuant to the Plan all Existing Equity Interests, and (z) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

E. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII hereof and, in the event of a Sale Transaction, the Purchase Agreement and any related documents and schedules, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action (i) acquired by the Purchaser in accordance with the Purchase Agreement, as applicable, or (ii) released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Post-Effective Date Debtors, as applicable, as of the Effective Date.

The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as may be assigned or transferred to the Purchaser in accordance with the Purchase Agreement or as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims, and the Plan Administrator, if applicable, shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article IV.E include any Claim or Cause of Action against a Released Party or Exculpated Party.

F. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the New Takeback Facility or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including the First Lien Credit Documents and all other credit agreements and indentures, shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto, including any Liens and/or claims in connection therewith, shall be deemed satisfied in full, cancelled, discharged, released, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification and participation by the other lenders in letters of credit

under the DIP Documents, the Receivables Program Documents, the First Lien Credit Documents, and the Bridge Facility Documents shall remain binding and enforceable in accordance with the terms of such documents; *provided* that any such rights to indemnification shall remain binding and enforceable only as against the Post-Effective Date Debtors and shall not (i) be subject to discharge, impairment, or release under the Plan or the Confirmation Order or (ii) be asserted against the Purchaser, any of its Affiliates, or their respective property or assets, including any Acquired Entity (as defined in the Purchase Agreement).

G. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to or from any other Person) of property under the Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the New Takeback Facility; (vi) the Sale Transaction and any agreement, acquisition, or transaction entered into by the Purchaser or any of its affiliates in connection with the Sale Transaction or in furtherance thereof, including any acquisitions of real or personal property by the Purchaser or its affiliates from one or more of the Debtors' creditors or landlords in connection with consummation of the Sale Transaction or from other parties in connection with the closing of the Sale Transaction and/or integral to the financing thereof; or (vii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including, as and if applicable: (i) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (ii) the issuance and distribution of the New Common Stock; (iii) implementation of the Restructuring Transactions; (iv) entry into the New Takeback Facility Documents; (v) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (vi) adoption of the New Organizational Documents; (vii) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (viii) adoption by the New Board of the Management Incentive Plan; (ix) consummation of the Sale Transaction pursuant to the Purchase Agreement and related documents; (x) formation of the Post-Effective Date Debtors and selection of the Plan Administrator; and (xi) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors and any corporate action required by the Debtors or the Post-Effective Date Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Post-Effective Date Debtors, including, in the event of a Recapitalization

Transaction or an Equity Investment Transaction, the New Common Stock, the New Organizational Documents, the New Takeback Facility, the New Takeback Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Directors and Officers of the Post-Effective Date Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Cyxtera shall expire. In the event of a Recapitalization Transaction or an Equity Investment Transaction, the members for the initial term of the New Board shall be appointed; *provided*, that the disinterested directors of Cyxtera, comprising the special committee of Cyxtera's board of directors, shall retain authority following the Effective Date with respect to matters relating to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The disinterested directors of Cyxtera shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Post-Effective Date Debtors, the Purchaser, or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. In the event of a Recapitalization Transaction or an Equity Investment Transaction, each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors. The members of the New Board shall be chosen by the Debtors or the Post-Effective Date Debtors, subject to the applicable terms of the RSA and, if applicable, the Purchase Agreement.

J. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date Debtors and their respective officers and boards of directors and managers are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Post-Effective Date Debtors without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

K. Vesting of Assets in the Post-Effective Date Debtors.

Except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, the Plan, the Plan Supplement, or the New Takeback Facility Documents, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan (other than the GUC Trust Assets) shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, the Purchase Agreement, or any agreement, instrument, or other document incorporated herein, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Private Company.

The Post-Effective Date Debtors shall not have any class of Equity Securities listed on a national securities exchange and shall make commercially reasonable efforts to take the steps necessary to be a private company without Securities Act or Exchange Act reporting obligations upon emergence or as soon as practicable thereafter in accordance with and to the extent permitted by the Securities Act and the Exchange Act.

M. GUC Trust.

1. General Terms.

On the Effective Date, the Debtors and the GUC Trustee shall enter into the GUC Trust Agreement and the GUC Trust Assets shall vest or deem to be vested in the GUC Trust automatically without further action by any Person, free and clear of all Claims and Liens, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trust shall be administered by the GUC Trustee and governed by the GUC Trust Agreement and shall have the sole power and authority to distribute the GUC Trust Net Assets to Holders of Allowed General Unsecured Claims in accordance with the treatment set forth in the Plan for Class 4. The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust and the GUC Trustee.

The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the responsibility and requisite power to reconcile General Unsecured Claims, including asserting any objections thereto. From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, shall, in the ordinary course of business and without the need for any approval by the Bankruptcy Court, pay the GUC Trust Fees and Expenses from the GUC Trust Assets. The Debtors, the Post-Effective Date Debtors, and their Affiliates (and anyone acting on their behalf) shall not be responsible for any costs, fees, or expenses of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at the later of (i) such time as all distributions required to be made by the GUC Trustee under the Plan have been made, and (ii) the fifth anniversary of the Effective Date (unless extended by order of the Bankruptcy Court).

2. Tax Treatment.

In furtherance of this section of the Plan, (i) it is intended that the GUC Trust be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code to the Holders of General Unsecured Claims, consistent with the terms of the Plan, and accordingly, all assets held by the GUC Trust are intended to be deemed for United States federal income tax purposes to have been distributed by the Debtors or the Post-Effective Date Debtors, as applicable, to the Holders of Allowed General Unsecured Claims, and then contributed by the Holders of Allowed General Unsecured Claims to the GUC Trust in exchange for their interest in the GUC Trust; (ii) the primary purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Net Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (iii) all parties (including, without limitation, the Debtors, the Post-Effective Date Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with such treatment described in provisos (i) and (ii) of this paragraph; (iv) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (v) the GUC Trustee shall be responsible for filing all applicable tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); and (vi) the GUC Trustee shall annually send to each Holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for United States federal income tax purposes.

Subject to definitive guidance from the United States Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the United States Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (i) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for United States state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims

receiving interests in the GUC Trust, and the GUC Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. Any taxes (including with respect to earned interest, if any) imposed on the GUC Trust as a result of this treatment shall be paid out of the assets of the GUC Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The GUC Trustee may request an expedited determination of taxes of the GUC Trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

The GUC Trust shall continue to have all of the rights and powers granted to the GUC Trust as set forth in this Plan and applicable non-bankruptcy law, and the GUC Trustee shall also have the rights, powers, and obligations set forth in the GUC Trust Agreement.

3. Transfer of GUC Trust Interests.

Any and all interests in the GUC Trust shall be transferrable either (i) with the consent of the Post-Effective Date Debtors or, (ii) by will, intestate succession, or otherwise by operation of law. In addition, any and all interests in the GUC Trust will not constitute “securities” and will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such interests constitute “securities,” the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied, and the offer, issuance, and distribution under the Plan of interests in the GUC Trust will be exempt from registration under the Securities Act and all applicable state and local securities laws and regulations.

N. *Director and Officer Liability Insurance.*

After the Effective Date, none of the Post-Effective Date Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect on or after the Petition Date, with respect to conduct or events occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date. For the avoidance of doubt, in the event of an Asset Sale, the D&O Liability Insurance Policies will not be assumed and assigned to the Purchaser, and any obligations in connection therewith shall not be enforceable against the Purchaser.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. *Assumption of Executory Contracts and Unexpired Leases.*

On the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, each Executory Contract or Unexpired Lease not previously rejected, assumed, or assumed and assigned shall (i) in the event of an Equity Investment Transaction or a Recapitalization Transaction, be deemed assumed or assumed and assigned, as applicable; or (ii) in the event of an Asset Sale, be (a) assumed or assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement, as applicable, if it is listed on the Schedule of Assumed Executory Contracts and Unexpired Leases; (b) assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement if it is not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and does not relate exclusively to Excluded Assets or Excluded Liabilities; or (c) rejected if it is (x) listed on the Schedule of Rejected Executory Contracts and Unexpired Leases or (y) not listed on either the Schedule of Assumed Executory Contracts and Unexpired Leases or the Schedule of Rejected Executory Contracts and Unexpired Leases and relates exclusively to Excluded Assets or Excluded Liabilities. For the avoidance of doubt, the foregoing shall not affect any Executory Contract or Unexpired Lease that is (i) explicitly designated by the Plan or the Confirmation Order to be assumed or assumed and assigned, as applicable, in connection with the Confirmation of the Plan; (ii) subject to a pending motion to assume such Executory Contract or Unexpired Lease as of the Effective Date; (iii) a D&O Liability Insurance Policy; or (iv) a contract, instrument, release, indenture, or other agreement or document entered

into in connection with the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions, assumptions and assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided for in the Plan, the Plan Supplement, the Purchase Agreement (in the event of a Sale Transaction), and the Confirmation Order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. In the event of a Sale Transaction, each Executory Contract and Unexpired Lease assumed and assigned to the Purchaser or a designee in accordance with the Purchase Agreement shall vest in and be fully enforceable by the Purchaser or the applicable designee in accordance with its terms, except as modified by the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption and assignment.

Except as otherwise provided herein or agreed to by the Debtors, the Purchaser (in the event of a Sale Transaction), and the applicable counterparty, each assumed (or assumed and assigned) Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, and with the consent of the Purchaser (in the event of an Asset Sale), reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including ten (10) days before the Effective Date; *provided* that, following the Effective Date and solely in the event of an Asset Sale, the Plan Administrator or Purchaser may supplement the Schedule of Assumed Executory Contracts and Unexpired Leases at any time in accordance with the Purchase Agreement, including the notice and consent rights set forth therein; *provided further* that in the event of a Recapitalization Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the RSA, and in the event of a Sale Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the Purchase Agreement.

B. Indemnification Obligations.

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order; (ii) remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors and/or the Plan Administrator, as applicable. For the avoidance of doubt, if the Asset Sale is consummated, no such obligations shall be enforceable against the Purchaser or any of its affiliates.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejection, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan, the Schedule of Rejected Executory Contracts and Unexpired Leases, or the Purchase Agreement in the event of a Sale Transaction, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Post-Effective Date Debtors no later than thirty (30) days after the effective date of such rejection. The notice of the Plan Supplement shall be deemed appropriate notice of rejection when served on applicable parties.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within thirty (30) days after the effective date of such rejection will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, the GUC Trust, the Purchaser, the Plan Administrator, or their property without the need for any objection by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the Purchaser, or the GUC Trust, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Post-Effective Date Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Post-Effective Date Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection (an "Executory Contract Objection") filed by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or assumption and assignment, including pursuant to the Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee by the applicable Assumption or Rejection Objection Deadline or any other deadline that may be set by the Bankruptcy Court. Any Executory Contract Objection (x) timely Filed prior to the Confirmation Hearing will be heard by the Bankruptcy Court at the Confirmation Hearing unless otherwise agreed to by the Debtors and the objecting party, with the consent of the Purchaser (in the case of an Asset Sale), or (y) timely Filed after the Confirmation Hearing shall be heard as soon as reasonably practicable on a date requested by the Debtors or the Post-Effective Date Debtors, as the case may be, with the consent of the Purchaser (in the event of an Asset Sale). Any Executory Contract Objection that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Purchaser or any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure amount; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure amount despite the failure of the relevant counterparty to File an Executory Contract Objection. The Debtors or the Post-Effective Date Debtors, as applicable, may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption and/or assignment.

If there is any dispute regarding any Cure, the ability of the Post-Effective Date Debtors, or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption (or assumption and assignment), then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order (which may be the Confirmation Order) resolving such dispute, approving such assumption (and, if applicable, assumption and assignment), or as may be agreed upon by the Debtors or the Post-Effective Date Debtors, the Purchaser, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

To the extent an Executory Contract Objection relates solely to a Cure, the Debtors or the Post-Effective Date Debtors, as applicable, may assume and/or assume and assign the applicable Executory Contract or Unexpired Lease prior to the resolution of the Cure objection; *provided* that the Debtors or the Post-Effective Date Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure payment by the non-Debtor party to such Executory Contract or Unexpired Lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the applicable Post-Effective Date Debtor); *provided* further that any Cash reserved in accordance with the forgoing shall not constitute an Acquired Asset and shall be maintained by the Debtors or the Post-Effective Date Debtors, as applicable.

Assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan, the Purchase Agreement, or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed (or assumed and assigned) in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

For the avoidance of doubt, if the Asset Sale is consummated pursuant to the Purchase Agreement, the Purchaser shall not have any obligation with respect to any Cure. To the extent any Cure dispute arises after the Effective Date with respect to an Executory Contract or Unexpired Lease assumed and assigned to the Purchaser, the resolution of such Cure dispute shall be the sole responsibility of the Debtors or the Post-Effective Date Debtors, and the Purchaser shall have no liability in connection therewith.

E. Insurance Policies.

Each of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. If the Debtors consummate the Equity Investment Transaction or the Recapitalization Transaction, unless otherwise provided in the Plan, on the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revest in the Post-Effective Date Debtors.

If the Debtors consummate the Asset Sale, unless otherwise provided in the Plan or Purchase Agreement, on the Effective Date, (i) each of the Debtors’ insurance policies (excluding all D&O Liability Insurance Policies) shall be assumed and assigned to the Purchaser in accordance with the Purchase Agreement and (ii) each of the Debtors’ D&O Liability Insurance Policies shall be assumed by the Debtors and shall revest in the Post-Effective Date Debtors.

Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (ii) alters or modifies the duty, if any, that the insurers or third party administrators pay claims

covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor.

F. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

G. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent or the GUC Trustee, as applicable, on the Effective Date or at such other time as provided for in the Plan. The Disbursing Agent and the GUC Trustee shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent or the GUC Trustee is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date Debtors or the GUC Trust, respectively.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby (other than distributions on account of General Unsecured Claims); (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims or Allowed Interests shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent or the GUC Trustee, as appropriate: (a) to the signatory set forth on any Proof of Claim or Proof of Interest filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is filed or if the Debtors or the GUC Trust have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Post-Effective Date Debtors, or the Disbursing Agent or the GUC Trustee, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims or Allowed Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim or Allowed Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trustee, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

3. Minimum Distributions.

No fractional shares of New Common Stock shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent or the GUC Trustee has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (in the case of distributions from the GUC Trust Net Assets), as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder related to such property or interest in property shall be discharged and forever barred. The Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trust shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings. For the avoidance of doubt, treatment of undeliverable distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

E. Manner of Payment.

At the option of the Disbursing Agent or the GUC Trustee, as applicable, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in the GUC Trust Agreement or other applicable agreements.

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Post-Effective Date Debtors, and the GUC Trust reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances in a tax-efficient manner acceptable to the Required Consenting Term Lenders.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan, the DIP Orders, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in the Plan, each Post-Effective Date Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the relevant Post-Effective Date Debtor(s) and Holder of Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Post-Effective Date Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors, the Post-Effective Date Debtors, and the GUC Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets), as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder timely to repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets) annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Disputed Claims Process.

The Debtors and the Post-Effective Date Debtors, and the GUC Trust (solely with respect to General Unsecured Claims), shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under the Plan. **Except as otherwise provided herein, all Proofs of Claim Filed after the earlier of: (a) the Effective Date or (b) the applicable claims bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, without the need for any objection by the Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan and the Purchase Agreement (in the event of an Asset Sale), the Plan Administrator, each of the Post-Effective Date Debtors, the GUC Trust, or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction), as applicable, shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim or Interest.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by the Plan or a Final Order is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

C. Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any such Disputed Claim or Interest, including during the litigation of any objection to any Disputed Claim or Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim or Interest that has been expunged from the Claims Register but that either is subject to appeal or has not been the subject of a Final Order shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim or Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) days after the date on which such Disputed Claim or Interest is estimated.

D. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (solely with respect to the General Unsecured Claims), as applicable, and, in the event of a Sale Transaction, with the consent of the Purchaser solely to the extent that such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, shall have the sole authority: (i) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (ii) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Post-Effective Date Debtor or the GUC Trust, as applicable, shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed by the Post-Effective Date Debtors or the GUC Trust, and, in the event of an Asset Sale, with the consent of the Purchaser solely to the extent that such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement, on or before the Claims Objection Deadline, as such deadline may be extended from time to time.

F. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (with respect to General Unsecured Claims), as applicable, without the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust, as applicable having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disputed and Contingent Claims Reserve.

On or after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the applicable Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim. Following the final resolution of all Disputed Claims, any residual amounts in the Disputed Claims Reserve shall constitute Residual Cash and be immediately distributable to Holders of Allowed First Lien Claims.

H. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Post-Effective Date Debtors, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Post-Effective Date Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan after notice to the Holder of such Claim, but without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Post-Effective Date Debtors or the GUC Trust (with respect to the General Unsecured Claims), in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

I. Amendments to Proofs of Claim or Interest.

On or after the Effective Date, a Proof of Claim or Proof of Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the GUC Trust (with respect to General Unsecured Claims), or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction), as applicable, and any such new or amended Proof of Claim or Proof of Interest Filed that is not so authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the Purchaser (solely to the extent that the assets or liabilities that give rise to such Claim or Interest are transferred to the Purchaser pursuant to the Purchase Agreement in the event of a Sale Transaction) as applicable; *provided* that the foregoing shall not apply to Administrative Claims or claims filed by Governmental Units to the extent the applicable bar date has not yet occurred.

J. Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

K. Distributions After Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest (as applicable) in

accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent (or the GUC Trustee, with respect to General Unsecured Claims) shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.

ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, including the Purchase Agreement in the event of an Asset Sale, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Post-Effective Date Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action (including any Causes of Action or Claims based on theories or allegations of successor liability) that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims) and Interests (other than any Intercompany Interests that are Reinstated) and in the event of an Asset Sale, the transfer of the Debtors' assets free and clear of any and all such Claims and Interests, subject to the occurrence of the Effective Date.

B. Release of Liens.

Except as otherwise provided in the New Takeback Facility Documents, the Plan, the Confirmation Order, the Purchase Agreement (if applicable), or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns. Any Holder of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Post-Effective Date Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. *Releases by the Debtors.*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors, their Estates, and, if applicable, the Post-Effective Date Debtors and the Plan Administrator, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any Avoidance Actions and any derivative claims asserted or assertable on behalf of the Debtors, their Estates, the Post-Effective Date Debtors, or the Plan Administrator), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, their Estates, the Post-Effective Date Debtors, if applicable, the Plan Administrator, if applicable, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interests of the Debtors and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Debtors' Estates, or, if applicable, the Post-Effective Date Debtors or the Plan Administrator, asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. *Releases by Holders of Claims and Interests.*

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing

Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however*, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising prior to the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Sale Transaction (if applicable), the Plan and related agreements, instruments, and other documents, the New Takeback Facility Documents, the Receivables Program Documents, and all other Definitive Documents, the solicitation of votes for, or Confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, if applicable, in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such

Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability; *provided*, however, that notwithstanding anything herein to the contrary, nothing in this Plan shall affect, limit, or release in any way any performance obligations of any party or Entity under the Plan, the Asset Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Asset Sale (including the Purchase Agreement and any documents in connection therewith).

F. Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date through and until the date upon which all remaining property of the Debtors' Estates vested in the Post-Effective Date Debtors has been liquidated and distributed in accordance with the terms of the Plan, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.F.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Post-Effective Date Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Post-Effective Date Debtors, or another Entity with whom the Post-Effective Date Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Post-Effective Date Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Post-Effective Date Debtors, and in accordance with the Purchase Agreement (if applicable).

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (i) such Claim has been adjudicated as non-contingent or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;
2. in the event of an Asset Sale, the Distribution Reserve Accounts shall have been established and funded with the Priority Claims Reserve Amount and the Wind-Down Amount;
3. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall have become a Final Order;
4. each document or agreement constituting the applicable Definitive Documents, the form and substance of which shall be subject to the consent rights set forth in the RSA (and, in the event of a Sale Transaction, shall be subject to the consent rights set forth in the Purchase Agreement or shall otherwise be in form and substance reasonably acceptable to the Purchaser), shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties prior to or contemporaneously with the occurrence of the Effective Date;
5. the New Takeback Facility Documents, if applicable, the form and substance of which shall be subject to the consent rights set forth in the RSA, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the Required Consenting Term Lenders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

6. the DIP Claims shall have been indefeasibly paid in full in Cash or, solely to the extent set forth herein, satisfied by the New Takeback Facility;
7. unless an Asset Sale occurs, the New Common Stock shall have been issued;
8. all Restructuring Expenses, to the extent invoiced, shall have been paid in full;
9. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;
10. if and as applicable, the Purchase Agreement shall (i) have been executed and all conditions precedent to closing of the Sale Transaction shall have occurred, been waived in accordance with the Purchase Agreement, or will occur substantially simultaneously with the effectiveness of the Plan and (ii) be in full force and effect and binding upon the relevant parties according to its terms;
11. if and as applicable, the Purchaser shall deliver the Purchase Price to the Debtors in exchange for the Post-Effective Date Debtors' distribution of the substantially all of the New Common Stock or transfer of substantially all of the Debtors' assets or as otherwise agreed to by the Debtors and the Purchaser;
12. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;
13. the RSA shall remain in full force and effect;
14. the GUC Trust Agreement shall have been executed and the GUC Trust Assets shall have vested or be deemed to have vested in the GUC Trust;
15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code;
16. no Bankruptcy Court order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the Bankruptcy Code with respect to the Debtors;
17. the Plan shall not have been materially amended, altered, or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with the terms of the Plan as confirmed by the Confirmation Order, the RSA, and, in the event of an Asset Sale, the Purchase Agreement; and
18. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX, except for the conditions set forth in Article IX.A.6 and 17 of the Plan (each of which may not be waived without the consent of the affected parties), may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Required Consenting Term Lenders and, in the event of a Sale Transaction, the Purchaser, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors or other Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any

other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect; *provided* that all provisions of the RSA or the Purchase Agreement that survive termination thereof shall remain in effect in each case, in accordance with the terms thereof.

D. Substantial Consummation.

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan and only to the extent permitted by the RSA, and in the event of a Sale Transaction, only to the extent permitted by the Purchase Agreement and subject to the consent rights set forth in the Purchase Agreement, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan, the RSA, and in the event of a Sale Transaction, the Purchase Agreement and the consent rights set forth therein, and the requirements of section 1127 of the Bankruptcy Code, rule 3019 of the Bankruptcy Rules, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify, the Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA and, in the event of a Sale Transaction, only to the extent permitted by the Purchase Agreement and subject to the Purchase Agreement in all respects (including Article VIII and Section 10.12 thereof), the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. Subject to the Purchase Agreement (including Article VIII and Section 10.12 thereof), if the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of such Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating

to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed, assumed and assigned, or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. grant any consensual request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

5. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan, the Sale Transaction (as applicable), and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with the Plan, the Sale Transaction (as applicable), or the Disclosure Statement;

9. enforce the terms of the Purchase Agreement and any related documents or schedules thereto (if applicable) and enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in the Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, including the RSA, and the Purchase Agreement (if applicable);

16. enter an order concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements (including the Purchase Agreement, if applicable), documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII hereof;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Takeback Facility Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Post-Effective Date Debtors, the Purchaser (if applicable), and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan and the RSA. The Debtors or the Post-Effective Date Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Post-Effective Date Debtors, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) for each quarter (including any fraction thereof) until such Post-Effective Date Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee and any other statutory committee appointed in these Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Post-Effective Date Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

All monthly reports shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) on the Effective Date, and following the Effective Date, the Post-Effective Date Debtors (or the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof) and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

Cyxtera Technologies, Inc.
Attention: Victor Semah, Chief Legal Counsel
E-mail address: victor.semah@cyxtera.com
with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Edward O. Sassower, Christopher Marcus, Derek I. Hunter
E-mail addresses: esassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

2. if to a member of the AHG, to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, NY 10166
Attention: Scott J. Greenberg, Steven Domanowski, Stephen D. Silverman
E-mail addresses: sgreenberg@gibsondunn.com,
sdomanowski@gibsondunn.com
ssilverman@gibsondunn.com

3. if to a Consenting Sponsor, to:

Latham & Watkins LLP
1271 6th Avenue
New York, NY 10020
Attention: George A. Davis, Joseph C. Celentino
E-mail addresses: george.davis@lw.com,
joe.celentino@lw.com

4. if to the Committee, to:

Pachulsky Stang Ziehl & Jones LLP
780 Third Avenue
New York, NY 10017
Attention: Bradford J. Sandler, Robert J. Feinstein, Paul J. Labov
E-mail addresses: bsandler@pszjlaw.com,
rfeinstein@pszjlaw.com
plabov@pszjlaw.com

5. if to the Purchaser, to:

c/o Brookfield Asset Management Inc.
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Fred Day, Michael Rudnick
E-mail addresses: fred.day@brookfield.com
michael.rudnick@brookfield.com

with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Brian S. Hermann, Jacob A. Adlerstein
E-mail addresses: bhermann@paulweiss.com
jadlerstein@paulweiss.com

After the Effective Date, the Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, including with respect to the Purchase Agreement (if applicable), and without limiting the effectiveness of the RSA, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.kccllc.net/cvxtera> or the Bankruptcy Court's website at www.tx.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and

provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan, and any deletion or modification thereof shall be subject to the consent rights set forth in the RSA, the Purchase Agreement (if applicable), and herein; and (iii) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

M. Good Faith; No Collusion.

In the event of an Asset Sale, upon entry of the Confirmation Order, the Debtors and the Purchaser, and each of their management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers, equity holders, and representatives will be found and deemed to have negotiated, proposed, and entered into the Purchase Agreement in good faith, without collusion or fraud, and from arms'-length bargaining positions.

N. Closing of Chapter 11 Cases.

The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

O. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the RSA, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

P. Creditor Default.

An act or omission by a Holder of a Claim or Interest or the Purchaser in contravention of the provisions of the Plan shall be deemed an event of default under the Plan. Upon an event of default, the Post-Effective Date Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Post-Effective Date Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (a) designate a party to appear, sign, and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award a judgment against such defaulting Holder of a Claim or Interest in favor of the Post-Effective Date Debtors in an amount, including interest, if applicable, to compensate the Post-Effective Date Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of the Plan.

Q. Removal or Abandonment of Third Parties' Property.

Except as set forth in the Purchase Agreement (if applicable), nothing in the Plan shall impose upon the Post-Effective Date Debtors any obligation to store or protect any third party's property, all of which property will be deemed abandoned and surrendered to the Post-Effective Date Debtors if such property has not been removed (by its owner in a commercially reasonable manner, and with insurance to cover any damage from such removal) from any real property owned or leased by the Post-Effective Date Debtors within forty-five (45) days after Confirmation of the Plan. Following the abandonment and surrender of any such property, the Post-Effective Date Debtors may sell, transfer, assign, scrap, abandon, or otherwise dispose of such property and retain any proceeds resulting therefrom.

[Remainder of page intentionally left blank.]

Dated: November 13, 2023

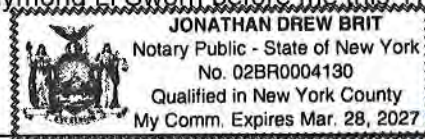
Cyxtera Technologies, Inc.
on behalf of itself and all other Debtors

/s/ Eric Koza

Name: Eric Koza
Title: Chief Restructuring Officer

This is **Exhibit "K"** referred to in the Affidavit of

Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York



November 14, 2023

Alvarez & Marsal Canada Inc.
*as information officer in respect of
CCAA recognition proceedings of
Cyxtera Communications Canada,
ULC, and its affiliates*

Bow Valley Square IV
Suite 1110, 250 — 6th Avenue SW
Calgary, Alberta T2P 3H7
Attn: Orest Konowalchuk,
Duncan MacRae
Email: okonowalchuk@alvarezandmarsal.com
dmacrae@alvarezandmarsal.com

Sent via Email

Re: Contracts to be Assumed (the “**Contracts**”) by Cologix Canada, Inc. (“**Cologix**”) pursuant to that certain Asset Purchase Agreement dated as of October 30, 2023 (the “**APA**”) by and between Cologix, as purchaser, and Cyxtera Communications Canada, ULC (“**Cyxtera**”), as seller.

To Whom It May Concern:

I am writing to confirm Cologix’s ability to provide future performance under the Contracts following closing under the APA. Cologix is a leading provider of digital edge and hyperscale data centers in North America, with over 40 facilities located in 11 strategic markets. Since our founding, Cologix has completed 15 acquisitions, resulting in the development of a leading data center platform supporting over 1,600 leading network, MSPs, cloud, media, content, financial, and enterprise customers. Cologix reliably supports these customers’ business-critical infrastructure and facilitates connection from their environments to those of their customers, vendors, and partners. Accordingly, we have substantial experience onboarding and supporting customers through acquisitions, and have the resources to ensure all customers have the support and infrastructure they need.

In addition to operational expertise, Cologix is well-capitalized. In 2021, Cologix successfully completed a ~\$3 Billion US Dollar equity recapitalization from new and existing investors with a depth of experience in the data center and real estate industries. Our recapitalization is providing long-term support for our development and expansion plans across new and existing markets, including this transaction. In addition to our equity recapitalization, over the past 18 months Cologix has raised ~\$2 Billion US Dollar in financing through our ABS supporting Canadian and US facilities.

The acquisition of assets pursuant to the APA aligns with Cologix’s existing platform, as the facilities to be acquired are both located in buildings where Cologix currently operates. Accordingly, our operations team is familiar with each facility’s infrastructure, connectivity, and personnel, allowing us to quickly resolve problems and support customer requests. Our expertise and experience operating data centers across North America, and specifically in Vancouver and Montreal, will ensure stability and future performance under each of the Contracts.



If you have any questions, or would like any additional information, please do not hesitate to contact me at jared.knight@cologix.com.

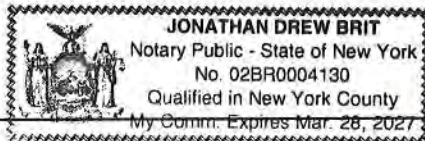
Sincerely,

A handwritten signature in black ink, appearing to read "Jared Knight", is written over the typed name and title. The signature is fluid and stylized, with a large loop at the end.

Jared Knight
Associate General Counsel
Cologix Canada, Inc.

cc: Phillip Eck, General Counsel, Cologix, Inc., *via email* phillip.eck@cologix.com
Victor F. Semah, Chief Legal Officer, Cyxtera, *via email* victor.semah@cyxtera.com
Sam Gabor, Gowling WLG International Ltd., *via email* sam.gabor@gowlingwlg.com
Adrian Simioni, Kirkland & Ellis LLP, *via email* adrian.simioni@kirkland.com

This is **Exhibit "L"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

Cure Schedule - YUL and YVR Only

Debtor	Counter Party Name	Description	178,735 Cure Amount (\$ USD)	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
Real Property Leases																
Cytera Communications Canada, ULC	Polaris Realty (Canada) Limited	555 West Hastings Street, Vancouver - Lease	142,171	2000 - 555 West Hasting Street			Vancouver	BC	V6B 4N6	Canada				NA	1	NA
Cytera Communications Canada, ULC	Tidan, Inc.	3000 Rene Levesque, Montreal - Office Lease	36,564	666 Sherbrooke West Suite 2300			Montreal	QC	H3A1E7	Canada	514 - 845 - 6393	514 - 845 - 8640		NA	2	NA
Customers																
Cytera Communications, LLC	3 Men at Work	Assignment and Assumption Agreement	-	6767 Cote de liesse, Suite 100			Montreal	QC	H4T 1E5	Canada				30421	181	Netrium Networks A&A.pdf
Cytera Communications Canada, ULC	3menatwork	Savvis Master Services Agreement	-	1375 route Transcanadienne			Dorval	QC	H9P 2W8	Canada				30422	138	Netrium Networks Savvis MSA.pdf
Cytera Communications, LLC	3menatwork	Savvis Service Level Attachment – Colocation Services Service Level Agreement	-	1375 route Transcanadienne			Dorval	QC	H9P 2W8	Canada				30424	206	
Cytera Communications Canada, ULC	3menatwork	Savvis Service Schedule	-	1375 route Transcanadienne			Dorval	QC	H9P 2W8	Canada				30423	207	Netrium Networks SLA.pdf Netrium Networks Savvis Service Schedule.pdf
Cytera Communications Canada, ULC	9403-4338 dba Oxio	Service Order No. Q-38845-3	-	301-358 Rue Jackson			Quebec	QC	G1N 4C5	Canada	587-225-0879		corban@oxio.ca	30146	3	Netrium Networks A&A.pdf Netrium Networks Savvis Service Schedule.pdf 2021-04-30 9403-4338 oxio Q-38845 FEX.pdf
Cytera Communications Canada, ULC	9403-4338 dba Oxio	Service Order No. Q-38845-3	-	301-358 Rue Jackson			Quebec	QC	G1N 4C5	Canada	587-225-0879		corban@oxio.ca	30148	5	oxio - Cytera Proposal - Q-38845 - YVR1 - 2kW 208V reduced-approved-fully executed.pdf
Cytera Communications Canada, ULC	9403-4338 dba Oxio	Service Order No. Q-41661-1	-	301-358 Rue Jackson			Quebec	QC	G1N 4C5	Canada	587-225-0879		corban@oxio.ca	30147	4	2021-11-08 9403-4338 oxio Q-41661 (Customer signed).pdf
Cytera Communications, LLC	Adaptiv Networks	Service Order No. Q-48112-1	-	2700 Matheson Blvd East, Suite 100E East Tower			Mississauga	ON	L4W 4V9	Canada	416-203-7838; 416-203-7838 Ext 3011		sblanchette@adaptiv-networks.com; accounting@adaptiv-networks.com	30149	6	Q-48112-20230815-0737.pdf
Cytera Communications, LLC	Adaptiv Networks	Service Order No. Q-54844-1	-	2700 Matheson Blvd East, Suite 100E East Tower			Mississauga	ON	L4W 4V9	Canada	416-203-7838; 416-203-7838 Ext 3011		sblanchette@adaptiv-networks.com; accounting@adaptiv-networks.com	30150	7	Q-54844-20230815-0738.pdf
Cytera Communications Canada, ULC	Advanced Knowledge Networks Inc.	Assignment and Assumption Agreement	-	401-60 Adelaide Street East			Toronto	ON	MSC 3E4	Canada				30194	182	Centrilogic, Inc. A&A.pdf
Cytera Communications Canada, ULC	Advanced Knowledge Networks Inc.	Master Services Agreement	-	401-60 Adelaide Street East			Toronto	ON	MSC 3E4	Canada				30196	133	Centrilogic, Inc. CTL MSA.pdf
Cytera Communications, LLC	Advanced Knowledge Networks Inc.	Service Level Attachment - Colocation Services Service Level Agreement	-	401-60 Adelaide Street East			Toronto	ON	MSC 3E4	Canada				30198	213	
Cytera Communications Canada, ULC	Advanced Knowledge Networks Inc.	Service Schedule	-	401-60 Adelaide Street East			Toronto	ON	MSC 3E4	Canada				30197	215	SLA-HOS1360920.SignedImage.pdf Centrilogic, Inc. CTL Service Schedule.pdf
Cytera Communications, LLC	Akamai Technologies, Inc.	Colocation Service Schedule	-	145 Broadway			Cambridge	MA	02142		617-444-3000; 617-444-2828		mawebb@akamai.com	30151	192	Akamai Cyxtera Colocation Service Schedule 01 DEC 2020 FEX.pdf
Cytera Communications, LLC	Akamai Technologies, Inc.	Master Agreement	-	145 Broadway			Cambridge	MA	02142				mawebb@akamai.com	30152	99	Akamai Cyxtera Master Agreement 01 DEC 2020 FEX.pdf
Cytera Communications, LLC	Akamai Technologies, Inc.	Service Order No. Q-25007-5	-	145 Broadway			Cambridge	MA	02142		617-444-3000; 617-444-2828		mawebb@akamai.com	30157	8	Akamai YVR Renewal Q-25007-5 Risers added signed.pdf
Cytera Communications Canada, ULC	Alea Software Ltd dba Firefly Software Ltd	Service Order No. Q-51344-2	-	400-1401 West 8th Avenue			Vancouver	BC	V6H 2V1	Canada	778-242-2442		adrian@fireflysoftware.ca; adrian.burden@fireflysoftware.ca	30158	9	Q-51344.pdf
Cytera Communications Canada, ULC	Alea Software Ltd dba Firefly Software Ltd	Service Order No. Q-51344-2	-	400-1401 West 8th Avenue			Vancouver	BC	V6H 2V1	Canada	778-242-2442		adrian@fireflysoftware.ca; adrian.burden@fireflysoftware.ca	30159	10	Q-51344-20230815-1243 Alea Softwaer Ltd bda Firefly Software.pdf
Cytera Communications Canada, ULC	Allstream Inc.	CenturyLink Master Services Agreement	-	1805 29th St/FI-2/Ste-2050			Boulder	CO	80301				zayoxtrak@TEOCOSOLUTIONS.COM	NA	236	Allstream_CTL-MSA 24 MAR 2015.pdf
Cytera Communications Canada, ULC	Allstream Inc.	CenturyLink Service Schedule	-	1805 29th St/FI-2/Ste-2050			Boulder	CO	80301				zayoxtrak@TEOCOSOLUTIONS.COM	NA	237	Allstream_CTL-SvcSched 24 MAR 2015.pdf
Cytera Communications Canada, ULC	ALS Canada Ltd.	Master Services Agreement	-	2103 Dollarton Highway			North Vancouver	BC	V7H 0A7	Canada			acctspayablecanusa@alsglobal.com	30162	104	ALS Canada MSA.pdf
Cytera Communications Canada, ULC	ALS Canada Ltd.	Service Order No. Q-12469-1	-	2103 Dollarton Highway			North Vancouver	BC	V7H 0A7	Canada			acctspayablecanusa@alsglobal.com	30164	11	Q-12469-20230815-1246 ALS Canada.pdf
Cytera Communications Canada, ULC	ALS Canada Ltd.	Service Schedule	-	2103 Dollarton Highway			North Vancouver	BC	V7H 0A7	Canada			acctspayablecanusa@alsglobal.com	30160	216	
Cytera Communications Canada, ULC	ALS Canada Ltd.	SLA Attachment - Colocation / Bandwidth Connection	-	2103 Dollarton Highway			North Vancouver	BC	V7H 0A7	Canada			acctspayablecanusa@alsglobal.com	30161	230	ALS Canada MSA Service Schedule.pdf
Cytera Data Centers, Inc.	AT&T Corporate Real Estate	Deed of Variation in Relation to Sublease and Services Agreement	-	Highfield House, Headless Cross Drive	Redditch		Worcestershir e		B97 5EQ	United Kingdom	44-0-20-7663-5000	44-0-20-7663-5229	rm-assetmanager@intl.att.com	30170	198	ALS Canada MSA SLA Attachment.pdf 2021-11-12 AT&T Canada Deed of Variation - Vancouver.pdf
Cytera Communications Canada, ULC	AT&T Corporate Real Estate	Third Expansion Agreement in Relation to the Sublease and Services Agreement	-	Regent's Place	338 Euston Road		London		NW1 3BT	United Kingdom	44-0-20-7663-5000	44-0-20-7663-5229	rm-assetmanager@intl.att.com	30175	234	Vancouver Third Expansion Agreement 2010.pdf

Cure Schedule - YUL and YVR Only

178,735																
Debtor	Counter Party Name	Description	Cure Amount (\$ USD)	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
Cytera Communications Canada, ULC	AT&T Global Network Services Canada Co.	Sublease and Services Agreement	-	55 Commerce Valley Drive West, Suite 700			Thornhill	ON	L3T 7V9	Canada	905-762-7555	905-762-7411	slussenburg@att.com	30173	232	Canada_Vancouver AGN Lease 2003.pdf
Cytera Communications Canada, ULC	AT&T Global Services Canada Co.	Amending Agreement	-	55 Commerce Valley Drive West, Suite 700			Thornhill	ON	L3T 7V9	Canada			mdrozario@intl.att.com; g14897@att.com;pclemons@intl.att.com;mw373f@att.com;calainvoices@apocinf.att-mail.com;Vinh.Hoang@intl.att.com	30171	178	Amending Agreement 2003.pdf
Cytera Communications Canada, ULC	AT&T Global Services Canada Co.	Expansion Agreement in Relation to the Lease and Services Agreement	-	55 Commerce Valley Drive West, Suite 700			Thornhill	ON	L3T 7V9	Canada			mdrozario@intl.att.com; g14897@att.com;pclemons@intl.att.com;mw373f@att.com;calainvoices@apocinf.att-mail.com;Vinh.Hoang@intl.att.com	30172	199	Canada_Vancouver AGN Expansion Agreement 2006.pdf
Cytera Communications Canada, ULC	AT&T Global Services Canada Co.	Second Expansion Agreement in Relation to the Sublease and Services Agreement	-	55 Commerce Valley Drive West, Suite 700			Thornhill	ON	L3T 7V9	Canada			mdrozario@intl.att.com; g14897@att.com;pclemons@intl.att.com;mw373f@att.com;calainvoices@apocinf.att-mail.com;Vinh.Hoang@intl.att.com	30174	212	Canada_Vancouver AGN Second Expansion Agreement 2007.pdf
Cytera Communications Canada, ULC	AT&T Global Services Canada Co.	Service Order No. Q-45018-1	-	PO Box 66798			St. Louis	MO	63166		817-818-8333		rm-calaapcustomers@att.com	30176	12	AT&T Canada Billing Renewal Fix Q-45018.pdf
Cytera Communications Canada, ULC	AT&T Global Services Canada Co.	Service Order No. Q-45020-1	-	PO Box 66798			St. Louis	MO	63166		817-818-8333		rm-calaapcustomers@att.com	30177	13	AT&T Canada Billing Renewal Fix Q-45020.pdf
Cytera Data Centers, Inc.	Bandwidth Communications Canada Inc.	Assignment and Assumption Agreement	-	250 HOWE STREET	20TH FLOOR		Vancouver	BC	V6C 3R8	Canada			ap@bandwidth.com	30181	183	2023-05-24 Bandwidth Communications Canada A&AA FEX.pdf
Cytera Data Centers, Inc.	Bandwidth Inc.	Assignment and Assumption Agreement	-	75 Remittance Drive Suite 6647			Chicago	IL	60657-6647				ap@bandwidth.com	30180	184	2023-05-24 Bandwidth Communications Canada A&AA FEX.pdf
Cytera Data Centers, Inc.	Bandwidth Inc.	Colocation Service Schedule	-	75 Remittance Drive Suite 6647			Chicago	IL	60657-6647				ap@bandwidth.com	30178	193	2022-06-30 Bandwidth Inc. Cytera Colocation Service Schedule FEX.pdf
Cytera Data Centers, Inc.	Bandwidth Inc.	Colocation Service Schedule	-	75 Remittance Drive Suite 6647			Chicago	IL	60657-6647				ap@bandwidth.com	30183	194	2022-06-29 CYX07 Cytera Colocation Service Schedule- Executable.pdf
Cytera Data Centers, Inc.	Bandwidth Inc.	Master Agreement	-	75 Remittance Drive Suite 6647			Chicago	IL	60657-6647				ap@bandwidth.com	30179	119	2022-06-30 Bandwidth Inc. Cytera Master Agreement FEX.pdf
Cytera Data Centers, Inc.	Bandwidth Inc.	Master Agreement	-	75 Remittance Drive Suite 6647			Chicago	IL	60657-6647				ap@bandwidth.com	30182	120	2022-06-29 CYX05.01 Cytera Master Agreement.pdf
Cytera Communications Canada, ULC	Bespoke Software, Inc.	Service Order No. Q-09532-3	-	5 Sand Creek Rd, Ste 220			Albany	NY	12205		518-478-6336		mrusso@vsysone.com	30184	14	Q-09532.pdf
Cytera Communications Canada, ULC	Bespoke Software, Inc.	Service Order No. Q-09532-3	-	5 Sand Creek Rd, Ste 220			Albany	NY	12205		518-478-6336		mrusso@vsysone.com	30185	15	Cytera Montreal countersign.pdf
Cytera Communications Canada, ULC	Blockchains Development Labs, Inc.	Service Order No. Q-37316-1	-	2 St. Thomas St., Apt. 1807			Toronto	ON	M5S 2Z1	Canada	416-206-6923		richard@blockchaindevlabs.com	30187	16	Blockchain 2.10.21 VAN.pdf
Cytera Data Centers, Inc.	Blockchains, Inc.	Master Agreement	-	610 Waltham Way			Sparks	NV	89437		775-432-0000		paulw@blockchains.com	30186	131	2021.12.22 - Blockchains MSA, Colo Schedule and Service Order FEX.pdf
Cytera Communications Canada, ULC	C & W Worldwide Americas Operations, Inc.	First Amendment to Master Service Agreement	-	20110 Ashbrook Place, Suite 170			Ashburn	VA	20147					30382	122	Vodafone_1stAmendmentToMasterService sAgreement_20121031.pdf
Cytera Communications Canada, ULC	C & W Worldwide Americas Operations, Inc.	Master Services Agreement	-	20110 Ashbrook Place, Suite 170			Ashburn	VA	20147					30387	123	Vodafone_Master Services Agreement_20100825 FEX.pdf
Cytera Communications Canada, ULC	C3 Solutions	Master Services Agreement	-	1751 Rue Richardson			Montreal	QC	H3K 1G6	Canada			SRiopel@c3solutions.com;karchambault@c3solutions.com;accounts.payable@c3solutions.com	30188	105	C3 Solutions Savvis MSA.pdf
Cytera Communications Canada, ULC	C3 Solutions	Service Order No. Q-05918-1	-	1751 Rue Richardson, Suite 4408			Montreal	QC	H3K 1G6	Canada	514-315-3115; 514-315-3133		plandreville@c3solutions.com	30192	19	Q-05918-C3 Solutions BAN 629810 YUL1.pdf
Cytera Communications Canada, ULC	C3 Solutions	Service Order No. Q-06429-2	-	1751 Rue Richardson, Suite 4408			Montreal	QC	H3K 1G6	Canada	514-315-3115		SRiopel@c3solutions.com;karchambault@c3solutions.com;accounts.payable@c3solutions.com	30193	20	Q-06429-C3 Renewal and Expansion YUL1 01.15.19 (002).pdf
Cytera Communications Canada, ULC	C3 Solutions	Service Order No. Q-43322-2	-	1751 Rue Richardson, Suite 4408			Montreal	QC	H3K 1G6	Canada	514-315-3115		mdurand@c3solutions.com; sriopel@c3solutions.com	30190	17	C3 Solutions (Q-43322)_kw Upgrade.pdf

Cure Schedule - YUL and YVR Only

Debtor	Counter Party Name	Description	178,735	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
			Cure Amount (\$ USD)													
Cytera Communications Canada, ULC	C3 Solutions	Service Order No. Q-45151-2	-	1751 Rue Richardson, Suite 4408			Montreal	QC	H3K 1G6	Canada	514-315-3115		mdurand@c3solutions.com; sriopel@c3solutions.com	30191	18	DOCU C3 FINAL FOR MAX-YUL1[71][31].pdf
Cytera Communications Canada, ULC	C3 Solutions	Service Schedule	-	1751 Rue Richardson, Suite 4408			Montreal	QC	H3K 1G6	Canada	514-315-3115		SRiopel@c3solutions.com;karchambault@c3solutions.com;accounts.payable@c3solutions.com	30189	217	C3 Solutions Savvis Service Schedule.pdf
Cytera Communications Canada, ULC	Centrilogic, Inc.	Assignment and Assumption Agreement	-	2 Robert Speck Parkway, Suite 500			Mississauga	ON	L4Z 1H8	Canada			AP@centrilogic.com;mpham@centrilogic.com	30195	185	Centrilogic, Inc. A&A.pdf
Cytera Communications Canada, ULC	Centrilogic, Inc.	Service Order No. Q-54415-1	-	300-55 York Street			Toronto	ON	M5J 1R7	Canada	416-548-7028; 416-252-1230		mbhimji@centrilogic.com; aknap@centrilogic.com	30199	21	Q-54415-20230815-1303 Centrilogic Inc.pdf
Cytera Communications Canada, ULC	CenturyLink	CenturyLink Total Advantage Express Agreement	-	1801 California St., #900			Denver	CO	80202			888-778-0054	gabriel.gonzalez@lumen.com	30316	174	CTL Total Advantage Agreement T&C's v63.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Amendment No. 1 to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30263	179	2018-11-07 - Amendment No. 1 to Master Reseller Agreement - CenturyLink Communications, LLC.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Amendment No. 2 to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30264	180	CenturyLink Communications, LLC. - Amendment No. 2 to Master Reseller Agreement - 08-09-2019.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Fifth Amendment to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30268	200	CenturyLink Communications, LLC. - Amendment No. 5 to Master Reseller Agreement - 07-10-2020.pdf
Cytera Data Centers, Inc.	CenturyLink Communications, LLC	First Amendment to Master Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30247	98	2021-07-29 - Amendment 1 to Master Agreement - CenturyLink Communications, LLC - FE.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Fourth Amendment to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30267	202	CenturyLink Communications, LLC. - Amendment No. 4 to Master Reseller Agreement - 03-23-2020.pdf
Cytera Data Centers, Inc.	CenturyLink Communications, LLC	Master Agreement	-	1025 Eldorado Boulevard			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30246	100	2020-07-10 - Master Agreement - CTL.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30271	203	CenturyLink Communications, LLC. - Master Reseller Agreement - signed 5.9.2018.pdf
Cytera Data Centers, Inc.	CenturyLink Communications, LLC	Second Amendment to Master Agreement Dated July 10, 2020	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30248	116	2022-10-12 - Amendment 2 to Master Agreement - CenturyLink Communications LLC - FE.pdf
Cytera Communications Canada, ULC	CenturyLink Communications, LLC	Service Order No. Q-52316-3	-	4020 E. Indian Rd			Phoenix	AZ	85018		781-404-7062		centurylink.invoices@synchronoss.com; richard.murley@lumen.com	30276	26	Q-52316-20230815-1330.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Seventh Amendment to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30270	228	CenturyLink Communications, LLC. - Amendment No. 7 to Master Reseller Agreement - 03-03-2022.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Sixth Amendment to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30269	229	CenturyLink Communications, LLC. - Amendment No. 6 to Master Reseller Agreement - 12-03-2020.pdf
Cytera Technologies, Inc.	CenturyLink Communications, LLC	Third Amendment to Master Reseller Agreement	-	1025 Eldorado Blvd			Broomfield	CO	80021				gabriel.gonzalez@lumen.com	30266	233	CenturyLink Communications, LLC. - Amendment No. 3 to Master Reseller Agreement - 02-24-2020.pdf
Cytera Communications, LLC	Charles River Systems, Inc. DBA Charles River Development	Master Services Agreement	-	700 District Avenue			Burlington	MA	01803				edfitzpatrick@crd.com	30200	106	Charles River Systems CTL MSA.pdf
Cytera Communications, LLC	Charles River Systems, Inc. DBA Charles River Development	Service Order No. Q-44254-1	-	700 District Avenue			Burlington	MA	01803				crdfixrequest@crd.com	30202	22	2021 12 27 Charles River BAN 631533 Q-44254-1 YVR1 Renewal.pdf
Cytera Communications, LLC	Charles River Systems, Inc. DBA Charles River Development	Service Schedule	-	700 District Avenue			Burlington	MA	01803				BZavadoski@crd.com;USAccountsPayable@StateStreet.com	30201	218	Charles River Systems CTL Service Schedule.pdf
Cytera Communications, LLC	Cisco Corporation	Qwest Total Advantage Agreement - Option Z	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30232	175	Cisco Qwest Total Advantage Agreement.pdf
Cytera Communications Canada, ULC	Cisco Systems Canada	Service Order No. Q-35848-1	-	RBC Waterpark Place	88 Queens Quay West		Toronto	ON	MSL 0B8	Canada	240-200-0532; 416-306-7000		bguezome@cisco.com; corricha@cisco.com	30233	23	Q-35848 Broadsoft countersigned service order 12.2.2020.pdf
Cytera Communications, LLC	Cisco Systems Canada	Service Order No. Q-47898-1	-	RBC Waterpark Place	88 Queens Quay West		Toronto	ON	MSL 0B8	Canada	416-306-7000		corricha@cisco.com	30234	24	Q-47898-20230815-1316 Cisco.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 1 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30203	145	Cisco Amendment No. 1 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 10 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30204	146	Cisco Amendment No. 10 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 11 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30205	147	Cisco Amendment No. 11 to MSA.pdf

Cure Schedule - YUL and YVR Only

			178,735													
Debtor	Counter Party Name	Description	Cure Amount (\$ USD)	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 12 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30206	148	Cisco Amendment No. 12 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 13 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30207	149	Cisco Amendment No. 13 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 14 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30208	150	Cisco Amendment No. 14 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 15 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30209	151	Cisco Amendment No. 15 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 16 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30210	152	Cisco Amendment No. 16 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 17 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30211	153	Cisco Amendment No. 17 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 18 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30212	154	Cisco Amendment No. 18 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 19 to Qwest Total Advantage Agreement - EZ - Monthly Assessment	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30213	155	Cisco Amendment No. 19 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 2 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30214	156	Cisco Amendment No. 2 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 20 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30215	157	Cisco Amendment No. 20 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 21 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30216	158	Cisco Amendment No. 21 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 22 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30217	159	Cisco Amendment No. 22 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 23 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30218	160	Cisco Amendment No. 23 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 24 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30219	161	Cisco Amendment No. 24 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 27 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30220	162	Cisco Amendment No. 27 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 28 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30221	163	Cisco Amendment No. 28 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 29 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30222	164	Cisco Amendment No. 29 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 3 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30223	165	Cisco Amendment No. 3 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 30 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30224	166	Cisco Amendment No. 30 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 31 to CenturyLink Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30225	167	Cisco Amendment No. 31 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 4 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30226	168	Cisco Amendment No. 4 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 5 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30227	169	Cisco Amendment No. 5 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 6 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30228	170	Cisco Amendment No. 6 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 7 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30229	171	Cisco Amendment No. 7 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 8 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30230	172	Cisco Amendment No. 8 to MSA.pdf
Cytera Communications, LLC	Cisco Systems, Inc.	Amendment No. 9 to Qwest Total Advantage Agreement	-	170 W TASMAN DR			SAN JOSE	CA	95134-1706				bfortin@conversantmedia.com	30231	173	Cisco Amendment No. 9 to MSA.pdf
Cytera Communications, LLC	Cloudflare, Inc	Colocation Service Schedule	-	101 Townsend Street			San Francisco	CA	94107		(321)369-9144		alon@cloudflare.com	30235	195	Cisco Amendment No. 9 to MSA.pdf 2019-05-01 - Cloudflare, Inc. Colo Service Schedule FEX.pdf
Cytera Communications, LLC	Cloudflare, Inc	Master Agreement	-	101 Townsend Street			San Francisco	CA	94107		(321)369-9144		alon@cloudflare.com	30236	101	2019-05-01 Cloudflare - MSA FEX.pdf
Cytera Communications Canada, ULC	Cloudflare, Inc	Service Order No. Q-38444-1	-	101 Townsend Street			San Francisco	CA	94107		(321)369-9144		alon@cloudflare.com	30238	25	Cloudflare – YVR1 - Vancouver - Q-38444 - PE.pdf
Cytera Communications, LLC	Cogent Communications, Inc	Master Services Agreement	-	2450 N St NW 4th Floor			Washington	DC	20007				gbanks@cogentco.com	30240	107	2017-11-27 Cogent Communications - MSA 1513765 (1132780) FEX.pdf
Cytera Communications, LLC	Cogent Communications, Inc	Service Schedule	-	3015 Winona Avenue			Burbank	CA	91504				gbanks@cogentco.com	30239	219	2017-11-27 Cogent Communications - ColoServiceSchedule 1513764-001 (1132312) FEX.pdf
Cytera Communications Canada, ULC	CT Payment Inc.	CenturyLink Master Services Agreement	-	534, Rue Notre-Dame - Suite 101			Repentigny	QC	J6A 2T8	Canada				30408	130	2015 CT-Payment Inc_SavvisCommunicationsCanada MSA (undated).pdf
Cytera Communications Canada, ULC	CT Payment Inc.	First Amendment to Service Schedule	-	534, Rue Notre-Dame - Suite 101			Repentigny	QC	J6A 2T8	Canada				30409	201	2017-01-09 CT-Payments_Amend-to-ServiceSchedule FEX.pdf
Cytera Communications Canada, ULC	CT Payment Inc.	Payment Card Industry Cardholder Data Addendum	-	534, Rue Notre-Dame - Suite 101			Repentigny	QC	J6A 2T8	Canada				30407	205	2015 CT-Payment Inc_PCI-Addendum (undated).pdf
Cytera Communications Canada, ULC	CT Payment Inc.	Ratification of Master Services Agreement	-	534, Rue Notre-Dame - Suite 101			Repentigny	QC	J6A 2T8	Canada				30410	137	2017-10-31 CT_Payment_Inc-DataGardens(CenturyLink)- MSA_Ratification FEX.pdf
Cytera Communications Canada, ULC	CT-Payment Inc.	CenturyLink Service Schedule	-	534, Rue Notre-Dame - Suite 101			Repentigny	QC	J6A 2T8	Canada				30406	188	2015 CT-Payment Inc_CTL Service Schedule (no Colo) (undated).pdf

Cure Schedule - YUL and YVR Only

Debtor	Counter Party Name	Description	178,735												File Sort	Working Sort	File Name
			Cure Amount (\$ USD)	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email				
Cytera Communications Canada, ULC	Cubic Transportation Systems	Master Services Agreement	-	401-4621 Canada Way			Burnaby	BC	V5G 4X8	Canada			accounts.payable.ca@vim.cubic.com	30277	108	Cubic Transportation Systems CTL MSA.pdf	
Cytera Communications Canada, ULC	Cubic Transportation Systems	Service Order No. Q-13210-1	-	401-4621 Canada Way			Burnaby	BC	V5G 4X8	Canada			mary.crossno@cubic.com	30279	27	Q-13210_Conversion Order_Cubic.pdf	
Cytera Communications Canada, ULC	Cubic Transportation Systems	Service Order No. Q-20450-1	-	401-4621 Canada Way			Burnaby	BC	V5G 4X8	Canada			mary.crossno@cubic.com	30280	28	Q-20450_Escalator_Cubic.pdf	
Cytera Communications Canada, ULC	Cubic Transportation Systems	Service Schedule	-	401-4621 Canada Way			Burnaby	BC	V5G 4X8	Canada			accounts.payable.ca@vim.cubic.com	30278	220	Cubic Transportation Systems CTL Service Schedule.pdf	
Cytera Communications Canada, ULC	Cyberfortress	Service Order No. Q-50410-1	-	21750 Hardy Oak Blvd., Ste 104	PMB 96884		San Antonio	TX	78258		888-601-0401; 803-209-7600		scott.graham@cyberfortress.com; ap@cyberfortress.com	30285	29	Q-50410-20230815-1100.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	Master Services Agreement	-	6 Beth Crescent	PO Box 430		Leamington	ON	N8H 3W3	Canada			tkern@dominos.ca	30286	109	Domino's Pizza 2008 Fusepoint Managed Services, Inc. MSA.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	SAVVIS Master Services Agreement	-	6 Beth Crescent			Leamington	ON	N8H 3W3	Canada			tkern@dominos.ca	30288	115	Domino's Pizza 2014 Savvis MSA.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	SAVVIS Service Schedule	-	6 Beth Crescent			Leamington	ON	N8H 3W3	Canada			tkern@dominos.ca	30287	208	Domino's Pizza 2014 Savvis Colo Service Schedule.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	Service Order No. Q-12488-1	-	PO Box 1649			Woodstock	ON	N4S 0A9	Canada			tkern@dominos.ca	30289	30	Q-12488-1_Conversion Order_Dominos.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	Service Order No. Q-38549-1	-	PO Box 1649			Woodstock	ON	N4S 0A9	Canada			yboileau@tnttech.ca	30290	31	Q-38549_Customer Expansion_Dominos.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	Service Order No. Q-38807-1	-	PO Box 1649			Woodstock	ON	N4S 0A9	Canada	519-564-6371		yboileau@tnttech.ca; ekline@dominos.ca	30291	32	Q-38807_Debook_Dominos.pdf	
Cytera Communications Canada, ULC	Domino's Pizza of Canada Ltd.	Service Order No. Q-52506-1	-	PO Box 1649			Woodstock	ON	N4S 0A9	Canada	519-564-6371		ekline@dominos.ca	30292	33	Q-52506_Downgrade_Dominos.pdf	
Cytera Communications Canada, ULC	Dynacare-Gamma Laboratory Partnership	Service Order No. Q-02173-1	-	115 Midair Court			Brampton	ON	L6T 5M3	Canada	905-790-3515x1250		khanh@dynacare.ca; khanh@gdml.com	30293	34	Q-02173.pdf	
Cytera Communications Canada, ULC	Dynacare-Gamma Laboratory Partnership	Service Order No. Q-02173-1	-	115 Midair Court			Brampton	ON	L6T 5M3	Canada	905-790-3515x1250		khanh@dynacare.ca; khanh@gdml.com	30298	35	Dynacare-Gamma Q-02173 CounterSigned.pdf	
Cytera Technologies, Inc.	Equinix Canada Ltd.	Partial Assignment and Assumption Agreement	-	PO Box 7866			Toronto	ON	M5W 2R2	Canada	866-378-4649		dgalor@equinix.com; payables@equinix.com	30299	204	2021.08.26 EquinixCanada-CyteraCommunications_A&AA FEX.pdf	
Cytera Communications Canada, ULC	Equinix Canada Ltd.	Service Order No. Q-38390-1	-	PO Box 7866			Toronto	ON	M5W 2R2	Canada	866-378-4649		dgalor@equinix.com; payables@equinix.com	30301	36	Q-38390-1_Service Move_Equinix.pdf	
Cytera Communications Canada, ULC	Equinix Canada Ltd.	Service Order No. Q-38393-1	-	PO Box 7866			Toronto	ON	M5W 2R2	Canada	866-378-4649		dgalor@equinix.com; payables@equinix.com	30302	37	Q-38393_Service Move_Equinix.pdf	
Cytera Communications Canada, ULC	Equinix Canada Ltd.	Service Order No. Q-47274-3	-	PO Box 7866			Toronto	ON	M5W 2R2	Canada	866-378-4649		dgalor@equinix.com; payables@equinix.com	30303	38	Q-47274-3_Disconnect_Equinix.pdf	
Cytera Communications Canada, ULC	Felcom Data Services Inc.	CenturyLink Master Services Agreement	-	26 Wellington Street East			Toronto	ON	M5E 1S2	Canada				30319	96	1008597 - Felcom Master Services Agreement.pdf	
Cytera Communications Canada, ULC	Felcom Data Services Inc.	CenturyLink Service Schedule	-	26 Wellington Street East			Toronto	ON	M5E 1S2	Canada	416-860-9880		laima.orban@iactlarington.com	30320	189	1008598 - Felcom Colo Schedule.pdf	
Cytera Communications Canada, ULC	Felcom Data Services Inc.	Service Order No. Q-11279-1	-	26 Wellington Street East			Toronto	ON	M5E 1S2	Canada	416-860-9880		laima.orban@iactlarington.com	30323	46	Q-11279-20230815-1107 Industrial Alliance.pdf	
Cytera Communications Canada, ULC	Felcom Data Services Inc.	Service Order No. Q-19146-1	-	26 Wellington Street East			Toronto	ON	M5E 1S2	Canada	416-860-9880		laima.orban@iactlarington.com	30325	48	Q-19146-20230815-1121 Industrial Alliance.pdf	
Cytera Communications Canada, ULC	Fibernetics Corporation	Master Services Agreement	-	605 Boxwood Dr.			Cambridge	ON	N3E 1A5	Canada			ap@corp.fibernetics.ca; kparsons@corp.fibernetics.ca	30304	110	Fibernetics Cytera MSA.pdf	
Cytera Communications Canada, ULC	Fibernetics Corporation	Service Order No. Q-54837-1	-	605 Boxwood Dr.			Cambridge	ON	N3E 1A5	Canada	519-489-6700 x739		dmccormick@corp.fibernetics.ca; ap@corp.fibernetics.ca	30306	39	Q-54837_Renewal_Fibernetics Corporation_634806_YVR1_Q-54837_SO_FE.pdf	
Cytera Communications Canada, ULC	Fibernetics Corporation	Service Schedule	-	605 Boxwood Dr.			Cambridge	ON	N3E 1A5	Canada	519-489-6700 x739		dmccormick@corp.fibernetics.ca; ap@corp.fibernetics.ca	30305	221	Fibernetics Cytera Service Schedule.pdf	
Cytera Data Centers, Inc.	FMD Services Limited Partnership	Cytera Service Level Attachment – Colocation Services Service Level Agreement	-	2900-550 Burrard St			Vancouver	BC	V6C 0A3	Canada	604-631-4991; 604-631-4821		pmills@fasken.com; sbarnwell@fasken.com	30415	197	2017-06-01 - Service Level Agreement SLA-HOS1507759 - FMD Services.pdf	

Cure Schedule - YUL and YVR Only

Debtor	Counter Party Name	Description	178,735	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
			Cure Amount (\$ USD)													
Cytera Communications Canada, ULC	FMD Services Limited Partnership	Service Order No. Q-12483-1	-	2900-550 Burrard St			Vancouver	BC	V6C 0A3	Canada	604-631-4991		pmills@fasken.com	30417	88	Q-12483-1_Conversion Order_FMD.pdf
Cytera Communications Canada, ULC	FMD Services Limited Partnership	Service Order No. Q-17805-1	-	2900-550 Burrard St			Vancouver	BC	V6C 0A3	Canada	604-631-4991; 604-631-4960		pmills@fasken.com; afahلمان@fasken.com	30418	89	Q-17805_Customer Expansion_FMD_Services_Limited_Partner Q-17805 countersigned.pdf
Cytera Communications Canada, ULC	FMD Services Limited Partnership	Service Order No. Q-40247-1	-	2900-550 Burrard St			Vancouver	BC	V6C 0A3	Canada	604-631-4991; 604-631-4821		pmills@fasken.com; sbarnwell@fasken.com	30419	90	Q-40247_Customer Expansion_FMD_Customer Signed-FMD_30_AMP_Circuit_Quote_6.8.21 Q-40247 countersigned.pdf
Cytera Communications, LLC	Hub International Limited	Service Order No. Q-13465-1	-	PO Box 2157			Riverside	CA	92516-2157		312-596-7540		kris.garza@hubinternational.com	30313	41	Q-16699P_Conversion Order_Hub.pdf
Cytera Communications, LLC	Hub International Limited	Service Order No. Q-16699-4	-	PO Box 2157			Riverside	CA	92516-2157		312-596-7558; 312-596-7540		brandon.bleistein@hubinternational .com; kris.garza@hubinternational.com	30312	40	Q-16699_Customer Expansion_Hub International Limited YVR1 Amend contract 00004979 - Q-16699 signed.pdf
Cytera Communications, LLC	Hub International Limited	Service Order No. Q-34885-2	-	PO Box 2157			Riverside	CA	92516-2157		312-995-7183; 312-596-7540		aaron.leppin@hubinternational.com ; kris.garza@hubinternational.com	30315	43	Q-34885_Customer Expansion_Hub International Limited (YVR1) (Q-34885)_Riser Connects and Ecosystem.pdf
Cytera Communications, LLC	Hub International Limited	Service Order No. Q-36640-1	-	PO Box 2157			Riverside	CA	92516-2157		312-995-7183; 312-596-7540		aaron.leppin@hubinternational.com ; kris.garza@hubinternational.com	30314	42	Q-26640-1_Downgrade_ - Hub YVR1 xcon fix.pdf
Cytera Communications, LLC	Hub International Ltd	First Amendment to the Master Services Agreement	-	55 E. Jackson			Chicago	IL	60604				kris.garza@hubinternational.com	30309	117	Hub International Amendment No. 1 to Savvis MSA.pdf
Cytera Communications Canada, ULC	Hub International Ltd	Master Services Agreement	-	55 E. Jackson			Chicago	IL	60604				kris.garza@hubinternational.com	30310	118	Hub International Savvis MSA and Service Schedule.pdf
Cytera Communications, LLC	Hub International Ltd	Service Level Attachment - Colocation Services Service Level Agreement	-	55 E. Jackson			Chicago	IL	60604				billing@savvis.com	30308	214	2013-07-09 - Colocation Service Level Agreement SLA-HOS1345696 - Hub International - (897619).pdf
Cytera Communications Canada, ULC	Hub International Ltd	Service Schedule	-	55 E. Jackson			Chicago	IL	60604				kris.garza@hubinternational.com	30311	222	Hub International Savvis MSA and Service Schedule.pdf
Cytera Communications, LLC	Hub International Ltd	SLA Attachment - Colocation/Internet Connection SLA	-	55 E. Jackson			Chicago	IL	60604				kris.garza@hubinternational.com	30307	231	2012-11-09 - Colocation Service Level Agreement SLA-HOS1317926 - Hub International - (893173).pdf
Cytera Communications, LLC	iBoss	CenturyLink Total Advantage Express Agreement	-	9950 Summers Ridge Rd.			San Diego	CA	92121				ap@iboss.com	30317	191	iBoss_CTL-TotalAdvAgmt_20150921.pdf
Cytera Communications Canada, ULC	iBoss, Inc.	Service Order No. Q-44128-3	-	101 Federal Street, 23rd Floor			Boston	MA	02110		877-742-6832 x5		antonio.dias@iboss.com	30318	44	Customer Expansion_Q-44128_iBoss_-_Q-44128-2022.pdf
Cytera Communications Canada, ULC	Industrial Alliance Financial Services Inc	Service Order No. Q-11279-1	-	26 Wellington Street East Suite 612			Toronto	ON	M5E 1S2	Canada			Laima.Orban@iadarlington.com;invoic es@felcom.ca	30322	45	Q-11279-20230815-1107 Industrial Alliance.pdf
Cytera Communications Canada, ULC	Industrial Alliance Financial Services Inc	Service Order No. Q-19146-1	-	26 Wellington Street East Suite 612			Toronto	ON	M5E 1S2	Canada			Laima.Orban@iadarlington.com;invoic es@felcom.ca	30324	47	Q-19146-20230815-1121 Industrial Alliance.pdf
Cytera Communications Canada, ULC	Iron Mountain Information Management, LLC	Amendment to the Master Services Agreement Dated April 30, 2013	-	One Federal St.			Boston	MA	02110				IMFinance@iqtelcom.com;rose.gonzalez@iqt360.com	30326	95	2021.07.13 IRM- Cytera_Canada_Amendment FEX.pdf
Cytera Communications Canada, ULC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Master Service Agreement	-	745 ATLANTIC AVE FL 6			BOSTON	MA	02111-2735				IMFinance@iqtelcom.com;rose.gonzalez@iqt360.com	30327	102	IronMtn_SavvisMSA_20130430.pdf
Cytera Communications Canada, ULC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	SAVVIS Service Schedule	-	PO Box 290943			Wethersfield	CT	06129		860-882-0500		jdixon@ironmountain.co.uk; IMFINANCE@IQT360.COM	30328	209	IronMtn_ServiceSched_20130430.pdf
Cytera Communications Canada, ULC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Service Order No. Q-12492-1	-	PO Box 290943			Wethersfield	CT	06129		860-882-0500		jdixon@ironmountain.co.uk; IMFINANCE@IQT360.COM	30332	52	
Cytera Communications Canada, ULC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Service Order No. Q-22215-1	-	PO Box 290943			Wethersfield	CT	06129		860-882-0500		jdixon@ironmountain.co.uk; IMFINANCE@IQT360.COM	30330	50	Iron_M-YUL1 Q-22215.pdf
Cytera Communications Canada, ULC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Service Order No. Q-22215-1	-	PO Box 290943			Wethersfield	CT	06129		860-882-0500		jdixon@ironmountain.co.uk; IMFINANCE@IQT360.COM	30331	51	Iron_M-YUL1.pdf
Cytera Communications Canada, ULC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Service Order No. Q-23866-2	-	PO Box 290943			Wethersfield	CT	06129		860-882-0500		jdixon@ironmountain.co.uk; IMFINANCE@IQT360.COM	30329	49	Iron Mountain Q-23866-2 2019 12 17 _ SIGNED ORDER.pdf

Cure Schedule - YUL and YVR Only

Debtor	Counter Party Name	Description	178,735	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
			Cure Amount (\$ USD)													
Cytera Communications Canada, ULC	Jungle Disk, LLC, DBA CyberFortress	Amended and Restated Partial Assignment and Assumption Agreement	-	21750 Hardy Oak Blvd.Ste 104 PMB 96884			San Antonio	TX	78258					30283	176	2023-04-27 - Amended_and_Restated_Partial_AAA - TEMS-Cyberfortress_FEX.pdf
Cytera Technologies, Inc.	Jungle Disk, LLC, DBA CyberFortress	Colocation Service Schedule	-	21750 Hardy Oak Blvd.Ste 104 PMB 96884			San Antonio	TX	78258					30281	196	2022-12-20 Cyberfortress Colo Service Schedule FEX.pdf
Cytera Technologies, Inc.	Jungle Disk, LLC, DBA CyberFortress	Master Agreement	-	21750 Hardy Oak Blvd.Ste 104 PMB 96884			San Antonio	TX	78258					30282	132	2023-02-21 Cyberfortress Master Agreement FEX.pdf
Cytera Communications Canada, ULC	JYSK Linen 'N Furniture Inc	CenturyLink Master Services Agreement	-	1435 Broadway Street			Port Coquitlam	BC	V3C 6L6	Canada			jon.bartels@jysk.ca; apinvoice@jysk.ca	30403	97	JYSK Linen N Furniture, Inc. CTL MSA.pdf
Cytera Communications Canada, ULC	JYSK Linen 'N Furniture Inc	CenturyLink Service Schedule	-	1435 Broadway Street			Port Coquitlam	BC	V3C 6L6	Canada			jon.bartels@jysk.ca; apinvoice@jysk.ca	30404	190	JYSK Linen N Furniture, Inc. CTL Service Schedule.pdf
Cytera Communications Canada, ULC	JYSK Linen 'N Furniture Inc	Service Order No. Q-11315-1	-	1435 Broadway Street			Port Coquitlam	BC	V3C 6L6	Canada	604-472-076 x1163		cliff.freeman@jysk.ca	30405	84	Q-11315-1_Conversion Order_JYSK.pdf
Cytera Communications, LLC	MSERVICES LIMITED PARTNERSHIP	Service Order No. Q-49152-1	-	181 Bay Street, Suite 4400			Toronto	ON	M5J 2T3	Canada	416-865-7129		james.mcaninch@mcmillan.ca	30333	53	Q-49152.pdf
Cytera Communications Canada, ULC	MSERVICES LIMITED PARTNERSHIP	Service Order No. Q-51761-1	-	181 Bay Street, Suite 4400			Toronto	ON	M5J 2T3	Canada	416-865-7129		james.mcaninch@mcmillan.ca; vendors@mcmillan.ca	30334	54	Q-51761.pdf
Cytera Communications, LLC	Netrium Networks, Inc	Assignment and Assumption Agreement	-	6767 Cote de liesse, Suite 100			Montreal	QC	H4T 1E5	Canada				30420	186	Netrium Networks A&A.pdf
Cytera Communications Canada, ULC	Netrium Networks, Inc	Service Order No. Q-12472-1	-	5490 boul. Thimens, Suite 101			Saint Laurant	QC	H4R 2K9	Canada	514-447-2060 x451		payables@netrium.ca	30425	91	Q-12472-1_Conversion Order_Netrium.pdf
Cytera Communications Canada, ULC	Netrium Networks, Inc	Service Order No. Q-32066-1	-	5490 boul. Thimens, Suite 101			Saint Laurant	QC	H4R 2K9	Canada	514-447-2060 x451; 905-233-1589 x431; 514-447-2060 x431		payables@netrium.ca; nbourkas@netrium.ca	30426	92	Q-32066_Customer Expansion_Netrium Networks Inc. - Riser Connect YVR1 - Q-32066 countersigned.pdf
Cytera Communications Canada, ULC	PayFacto Payments Inc.	Service Order No. Q-12529-1	-	534 Notre Dame St. Suite 101			Repentigny	QC	J6A 2T8	Canada	514-316-8293 x410		diane.boulanger@ct-paielement.com	30412	85	Q-12529-20230815-1125 PayFacto Payments Inc.pdf
Cytera Communications Canada, ULC	PayFacto Payments Inc.	Service Order No. Q-28096-1	-	534 Notre Dame St. Suite 101			Repentigny	QC	J6A 2T8	Canada	514-316-8293 x410		diane.boulanger@ct-paielement.com	30413	86	Q-28096-20230815-1127 PayFacto Payments Inc.pdf
Cytera Communications Canada, ULC	PayFacto Payments Inc.	Service Order No. Q-41092-7	-	534 Notre Dame St. Suite 101			Repentigny	QC	J6A 2T8	Canada	888-404-2662 x4312; 514-316-8293 x410		frederic.brassard@payfacto.com; diane.boulanger@ct-paielement.com	30414	87	Q-41092 - PayFacto Payments Inc.pdf
Cytera Communications Canada, ULC	PayFacto Payments, Inc. f/k/a B2B Payments Inc.	Amendment to Master Services Agreement	-	534 Notre Dame St. Suite 101			Repentigny	QC	J6A 2T8	Canada	888-404-2662 x4312; 514-316-8293 x410		frederic.brassard@payfacto.com; diane.boulanger@ct-paielement.com	30411	128	2020-01-23 PayFacto_NameChangeAmend FEX.pdf
Cytera Communications Canada, ULC	Peopleline Telecom Inc.	Master Service Agreement	-	370-2608 Granville St			Vancouver	BC	V6H 3V3	Canada			russ@peopleline.net	30335	103	Peopleline Telecom, Inc. Savvis MSA and Service Schedule.pdf
Cytera Communications Canada, ULC	Peopleline Telecom Inc.	Service Order No. Q-40720-1	-	201-2780 Granville St			Vancouver	BC	V6H 3V3	Canada	609-639-2550 x901		russ@peopleline.net	30336	55	Q-40720_Renewal_Peopleline Telecom Inc Q-40720 - 2021-signedRenewal - countersigned (1).pdf
Cytera Communications Canada, ULC	Rogers Cable Communications Inc.	Amendment No. 10	-	333 Bloor Street			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotli ne@rci.rogers.com	30337	140	Amendment No. 10.pdf
Cytera Communications Canada, ULC	Rogers Cable Communications Inc.	Amendment No. 2	-	333 Bloor Street			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotli ne@rci.rogers.com	30341	141	Amendment No. 2.pdf
Cytera Communications Canada, ULC	Rogers Cable Communications Inc.	Amendment No. 4	-	333 Bloor Street			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotli ne@rci.rogers.com	30342	142	Amendment No. 4.pdf
Cytera Communications Canada, ULC	Rogers Cable Communications Inc.	Amendment No. 5	-	333 Bloor Street			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotli ne@rci.rogers.com	30343	143	Amendment No. 5.pdf
Cytera Communications Canada, ULC	Rogers Cable Communications Inc.	Amendment No. 8 to and Restatement of Master Services Agreement Between Rogers Cable Communications Inc. and Savvis Communications Canada Inc. Successor in Interest to Fusepoint Managed Services Inc.	-	333 Bloor Street			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotli ne@rci.rogers.com	30344	127	Amendment No. 8.pdf
Cytera Communications Canada, ULC	Rogers Cable Communications Inc.	Amendment No. 9	-	333 Bloor Street			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotli ne@rci.rogers.com	30345	144	Amendment No. 9.pdf

Cure Schedule - YUL and YVR Only

Debtor	Counter Party Name	Description	Cure Amount (\$ USD)	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
Cytera Communications Canada, ULC	Rogers Communication Canada, Inc.	Service Order No. Q-17838-1	-	8200 Dixie Rd			Brampton	ON	L6T 0C1	Canada			ligia.jose@rci.rogers.com	30348	56	Q-17838-20230815-1133 Rogers Communication.pdf
Cytera Communications Canada, ULC	Rogers Communications Inc.	Master Services Agreement	-	350 Bloor Street East, 2nd Floor			Toronto	ON	M4W 0A1	Canada		416-935-7630	lornav.paray@rci.rogers.com;aphotline@rci.rogers.com	30346	134	Rogers Communications Fusepoint Managed Services, Inc. MSA.pdf
Cytera Communications Canada, ULC	Rogers Communications Partnership	Amendment No. 11 to and Restatement of Master Services Agreement Between Rogers Communications Partnership Successor in Interest to Rogers Cable Communications Inc. and Savvis Communications Canada Inc.	-	333 Bloor Street East			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotline@rci.rogers.com	30338	124	Amendment No. 11.pdf
Cytera Communications Canada, ULC	Rogers Communications Partnership	Amendment No. 12 to Master Services Agreement Between Rogers Communications Partnership and Savvis Communications Canada Inc.	-	333 Bloor Street East			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotline@rci.rogers.com	30339	125	Amendment No. 12.pdf
Cytera Communications Canada, ULC	Rogers Communications Partnership	Amendment No. 13 to Master Services Agreement	-	333 Bloor Street East			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotline@rci.rogers.com	30340	126	Amendment No. 13.pdf
Cytera Communications, LLC	Rogers Communications Partnership	Schedule 8 - Savvis Service Schedule	-	333 Bloor Street East			Toronto	ON	M4W 1G9	Canada			lornav.paray@rci.rogers.com;aphotline@rci.rogers.com	30347	211	Rogers Communications Savvis Service Schedule No. 8 (Colocation).pdf
Cytera Communications Canada, ULC	ServerMania, Inc	Service Order No. Q-52106-1	-	205-1040 South Service Road			Stoney Creek	ON	L8E 6G3	Canada	888-522-7632		kevin@servermania.com; rob.parker@servermania.com	30427	93	Q-52106_New Customer_ServerMania Inc._725018_YVR1_Q-52106_SO_FE.pdf
Cytera Communications Canada, ULC	ServerMania, Inc	Service Order No. Q-53224-1	-	205-1040 South Service Road			Stoney Creek	ON	L8E 6G3	Canada	888-522-7632		kevin@servermania.com; rob.parker@servermania.com	30428	94	Q-53224-1_Debook_ServerMania Inc._725018_YVR1_Q-53224_SO_FE.pdf
Cytera Communications Canada, ULC	Shaw Telecom G.P.	Service Order No. Q-49305-4	-	3636 23 St NE Suite 100			Calgary	AB	T2E 8Z5	Canada	403-648-5928		shawbusiness-carrierinvoices@srjb.ca	30352	57	Q-49305_Renewal_Shaw Telecom G.P._723186_YVR1_Q-49305_SO_FE.pdf
Cytera Communications Canada, ULC	Shaw Telecom G.P.	Service Order No. Q-51657-1	-	3636 23 St NE Suite 100			Calgary	AB	T2E 8Z5	Canada	403-648-5928; 587-390-4465		jose.castro@srjb.ca; shawbusiness-carrierinvoices@srjb.ca	30353	58	Q-51657-1_Debook_Shaw Telecom G.P._723186_YVR1_Q-51657_SO_FE.pdf
Cytera Communications Canada, ULC	Shaw Telecom G.P.	Service Order No. Q-53271-3	-	3636 23 St NE Suite 100			Calgary	AB	T2E 8Z5	Canada	403-648-5928;905-403-2064		nathan.hall@srjb.ca; shawbusiness-carrierinvoices@srjb.ca	30354	59	Q-53271-3_Billing Fix_Shaw.pdf
Cytera Communications Canada, ULC	Shaw Telecom G.P.	Service Schedule	-	3636 23 St NE Suite 100			Calgary	AB	T2E 8Z5	Canada	403-648-5928;905-403-2064		nathan.hall@srjb.ca; shawbusiness-carrierinvoices@srjb.ca	30351	223	Shaw Telecom G.P. CTL Service Schedule.pdf
Cytera Communications Canada, ULC	Shaw Telecom G.P. dba Shaw Business	Master Services Agreement	-	3rd Floor, 3636 - 23 St NE			Calgary	AB	T2E 8Z5	Canada			shawbusiness-carrierinvoices@srjb.ca	30350	135	Shaw Telecom G.P. CTL MSA.pdf
Cytera Communications Canada, ULC	Silver Wheaton Corp.	Service Order No. Q-50529-1	-	1021 West Hastings Street Suite 2500			Vancouver	BC	V6E 0C3	Canada	604-639-9501; 604-684-9648		jeff.amadatsu@silverwheaton.com; itd@wheatonpm.com	30392	81	Q-50529-1_Renewal_Silver Wheaton Corp._630080_YVR1_Q-50529_SO_FE.pdf
Cytera Communications Canada, ULC	Silver Wheaton Corporation	Savvis Master Services Agreement	-	666 Burrard St.			Vancouver	BC	V6C 2X8	Canada				30391	139	SilverWheaton_MasterServicesAgreement_20111005.pdf
Cytera Communications Canada, ULC	Silver Wheaton Corporation	Savvis Service Schedule	-	666 Burrard St.			Vancouver	BC	V6C 2X8	Canada				30390	210	SilverWheaton_ColocationServiceSchedule_20111005.pdf
Cytera Communications Canada, ULC	SWN Communications Inc.	Master Services Agreement	-	224 West 30th Street Suite 500			New York	NY	10001		212-379-4918	212-379-4901	abaker@sendwordnow.com	30355	111	SWN Communications, Inc. MSA and Service Schedule.pdf
Cytera Communications Canada, ULC	SWN Communications Inc.	Service Order No. Q-12513-2	-	500 Plaza Dr Ste 200			Secaucus	NJ	07094-3612				abaker@sendwordnow.com	30356	60	Q-12513_Conversion Order_SWN.pdf
Cytera Communications Canada, ULC	TATA Communications (Canada) LTD	Master Services Agreement	-	1555 Rue Carrie-Derrick			Montreal	QC	H3C 6W2	Canada			Odette.Perreault@tatacommunications.com	30357	112	Tata Communications Savvis MSA.pdf
Cytera Communications Canada, ULC	TATA Communications (Canada) LTD	Service Order No. Q-11294-1	-	PO Box 765, Station K			Montreal	QC	H3C 6W2	Canada			sebastien.feliciello@tatacommunications.com	30359	61	Q-11294-1_Conversion Order_Tata.pdf
Cytera Communications Canada, ULC	TATA Communications (Canada) LTD	Service Order No. Q-40413-1	-	1555 Carrie Derick			Montreal	QC	H3C 6W2	Canada	514-868-7895		elizabeth.viau@tatacommunications.com; hemant.verma@tatacommunications.com	30360	62	Q-40413_Customer Expansion_Tata.pdf

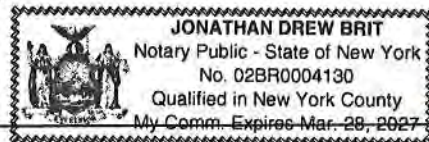
Cure Schedule - YUL and YVR Only

178,735 Cure Amount (\$ USD)				Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
Cytera Communications Canada, ULC	TATA Communications (Canada) LTD	Service Order No. Q-42215-1	-	1555 Carrie Derick			Montreal	QC	H3C 6W2	Canada	514-868-7895; 514-868-7094		elizabeth.viau@tatacommunications.com; anish.mathew@tatacommunications.com	30361	63	Q-42215-1_Customer Expansion_Tata_Expedit Order_Signed.pdf
Cytera Communications Canada, ULC	TATA Communications (Canada) LTD	Service Order No. Q-43777-1	-	1555 Carrie Derick			Montreal	QC	H3C 6W2	Canada	514-868-7895; 703-727-5130		elizabeth.viau@tatacommunications.com; jennifer.novak@tatacommunications.com	30362	64	Q-43777_Customer Expansion_Tata_Smithers Riser Connect_9500035232ERM_Signed (002).pdf
Cytera Communications Canada, ULC	TATA Communications (Canada) LTD	Service Schedule	-	1555 Rue Carrie-Derrick			Montreal	QC	H3C 6W2	Canada			Odette.Perreault@tatacommunications.com	30358	224	Tata Communications Savvis Service Schedule.pdf
Cytera Communications Canada, ULC	Telus Communications	Service Order No. Q-12510-1	-	411 1st SE, 10th Floor			Calgary	AB	T2G 4Y5	Canada			teluscommunicationsincsupplierinformation@telus.com	30364	66	Q-12510-1_Conversion Order_Telus.pdf
Cytera Communications Canada, ULC	Telus Communications	Service Order No. Q-39977-2	-	25 York Street, Floor 22			Toronto	ON	M5J 2V5	Canada	416-496-6893; 416-992-5684		robert.beatty@telus.com; telecom.outpayment@telus.com	30363	65	Telus 2kW Cabinet YUL1 Q-39977 Cytera 36 Months Sept 2021 - countersigned.pdf
Cytera Communications Canada, ULC	Telus Communications	Service Order No. Q-50094-1	-	25 York Street, Floor 22			Toronto	ON	M5J 2V5	Canada	416-220-9641; 416-496-6893; 416-992-5684		gary.gollop@telus.com; telecom.outpayment@telus.com	30365	67	Q-50094-1_Customer Expansion_TELUS Communications_629866_YVR1_Q-50094_SO_FE.pdf
Cytera Communications Canada, ULC	Telus Communications	Service Order No. Q-54459-1	-	25 York Street, Floor 22			Toronto	ON	M5J 2V5	Canada	416-496-6893; 416-992-5684		gary.gollop@telus.com; telecom.outpayment@telus.com	30366	68	Q-54459_Existing Customer_TELUS Communications_629866_YVR1_Q-54459_SO_FE.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Amended and Restated Partial Assignment and Assumption Agreement	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada			tamara.dang@ziffdavis.com;electric mailpayables@ziffdavis.com;campaignerpayables@ziffdavis.com	30284	177	2023-04-27 - Amended_and_Restated_Partial_AAA - TEMS-Cyberfortress FEX.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Master Services Agreement	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada			tamara.dang@ziffdavis.com;electric mailpayables@ziffdavis.com;campaignerpayables@ziffdavis.com	30367	113	The Electric Mail Company Master Services Agreement 06-26-2013.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-06891-1	-	2 Gurdwara Road			Ottawa	ON	K2E 1A2	Canada	323-860-9212		isaac.seals@j2.com; gina.davis@j2.com	30369	69	The_Electric_Mail_Co-Campaigner_BAN632177_Renewal_SO_Q-06891_40_mos.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-17723-1	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada	323-386-2337; 604-482-1111		william.miles@j2.com; billing@fusemail.com	30370	70	Q-17723_Customer Expansion_The Electric Mail Q-17723-20190626-0611 countersigned.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-19921-2	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada	323-315-6570; 604-482-1111		steven.lamphear@j2.com; billing@fusemail.com	30371	71	Q-19921_Customer Expansion_The Electric Mail Company Q-19921-countersigned.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-20508-2	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada	323-860-6862; 604-482-1111		steve.mccready@fusemail.com; billing@fusemail.com	30372	72	Q-20508_Customer Expansion_The Electric Mail Company Q-20508-20190822-countersigned.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-23323-1	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada	604-482-1111		billing@fusemail.com	30373	73	Q-23323-1_Disconnect Move BAN_The Electric Mail Company.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-23343-1	-	2 Gurdwara Road FL 3			Nepean	ON	K2E 1A2	Canada	323-860-9322; 604-482-1111		gina.davis@j2.com	30374	74	Q-23343-1_Add to BAN_The Electric Mail Company Q-23343-20191031-0607 BAN Move.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-23343-1	-	2 Gurdwara Road FL 3			Nepean	ON	K2E 1A2	Canada	323-860-9322; 604-482-1111		gina.davis@j2.com	30379	78	The Electric Mail Company Q-23343-20191031-0607 BAN Move.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-24433-1	-	2 Gurdwara Road FL 3			Nepean	ON	K2E 1A2	Canada	323-860-9322; 604-482-1111		gina.davis@j2.com	30375	75	Q-24433_Debook_The Electric Mail Q-24433-20191122-1016 debook-countersigned.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-30261-2	-	2 Gurdwara Road			Nepean	ON	K2E 1A2	Canada	604-482-1111		gina.davis@j2.com	30376	76	Q-24433_Service Move_The Electric Mail Company.pdf
Cytera Communications Canada, ULC	The Electric Mail Company	Service Order No. Q-51180-1	-	2 Gurdwara Road FL 3			Nepean	ON	K2E 1A2	Canada	323-860-6862; 604-482-1111		steve.mccready@fusemail.com; gina.davis@j2.com	30378	77	Q-51180-1_Full Disconnect_The Electric Mail Company.pdf

Cure Schedule - YUL and YVR Only

			178,735													
Debtor	Counter Party Name	Description	Cure Amount (\$ USD)	Address1	Address2	Address3	City	State	Zip	Country	Phone	Fax	Email	File Sort	Working Sort	File Name
Cytera Communications Canada, ULC	The Electric Mail Company	Service Schedule	-	3999 Henning Drive, Suite 300			Burnaby	BC	V5C 6P9	Canada			tamara.dang@ziffdavis.com;electric mailpayables@ziffdavis.com;campaignerpayables@ziffdavis.com	30368	225	The Electric Mail Company Service Schedule 06-26-2013.pdf
Cytera Communications, LLC	United Health Group	Service Order No. Q-49927-3	-	6150 Trenton Ln N	MR:MN013:N400		Plymouth	MA	55422		972-800-0267; 763-694-7431		landan_hagert@optum.com; teresa_n_dyar@optum.com	30380	79	Q-49927_Customer Expansion_United Health Group_638173_YVR1_Q-49927_SO_FE.pdf
Cytera Communications, LLC	United Health Group	Service Order No. Q-50670-1	-	6150 Trenton Ln N	MR:MN013:N400		Plymouth	MA	55422		972-800-0267; 763-694-7431		landan_hagert@optum.com; teresa_n_dyar@optum.com	30381	80	Q-50670_Customer Expansion_United Health Group_638173_YVR1_Q-50670_SO_FE.pdf
Cytera Communications, LLC	Vodafone US Operations, Inc.	Amendment to Master Services Agreement	-	560 Lexington Ave 9th Floor			New York	NY	10022				inp.invoices@vodafone.com	30383	121	Vodafone_AmendmentMSAnamechangeUS_20150622 FEX.pdf
Cytera Communications Canada, ULC	Wheaton Precious Metals Corp. f/k/a Silver Wheaton Corp	Amendment to Master Services Agreement	-	1021 W Hastings St Unit 3500			Vancouver	BC	V6E 0C3	Canada			jeff.amadatsu@silverwheaton.com	30389	129	2023-01-05 WheatonPreciousMetals-NameChangeAmendment FEX.pdf
Cytera Communications Canada, ULC	Yardi Systems, Inc.	Master Services Agreement	-	430 S Fairview Ave			Goleta	CA	93117				accountspayable@yardi.com;yuka.kanagawa@yardi.com	30393	114	Yardi Systems Inc. SAVVIS Master Services Agreement 03-29-2012.pdf
Cytera Communications, LLC	Yardi Systems, Inc.	Service Order No. Q-11564-1	-	430 S Fairview Ave			Goleta	CA	93117		805-699-2040 x1136		monica.schlagel@yardi.com	30397	82	Q-11564_Conversion Order_Yardi.pdf
Cytera Communications Canada, ULC	Yardi Systems, Inc.	Service Schedule	-	430 S Fairview Ave			Goleta	CA	93117		805-699-2040 x1136		monica.schlagel@yardi.com	30394	226	Yardi Systems Inc. Service Schedule 03-29-2012.pdf
Cytera Communications Canada, ULC	YMCA BC	Service Order No. Q-11280-1	-	100 - 5055 Joyce Street			Vancouver	BC	V5R 6B2	Canada	604-633-3552		stephen.grady@gv.ymca.ca	30402	83	Q-11280-1_Conversion Order_YMCA.pdf
Cytera Communications, LLC	YMCA of Greater Vancouver	ATTACHMENT -- MANAGED HOSTING SERVICES	-	200-1166 Alberni Street			Vancouver	BC	V6E 3ZE	Canada			karen.ng@bc.ymca.ca	30401	187	YMCA-Vancouver_SavvisSLA_20120726.pdf
Cytera Communications Canada, ULC	YMCA of Greater Vancouver	Master Services Agreement	-	200-1166 Alberni Street			Vancouver	BC	V6E 3ZE	Canada			karen.ng@bc.ymca.ca	30399	136	YMCA-Vancouver_SavvisMSA_20120914.pdf
Cytera Communications Canada, ULC	YMCA of Greater Vancouver	Service Schedule	-	200-1166 Alberni Street			Vancouver	BC	V6E 3ZE	Canada			karen.ng@bc.ymca.ca	30400	227	YMCA-Vancouver_SavvisServiceSched_20120914.pdf
Cytera Communications Canada, ULC	Zayo Canada Inc.	Service Order No. Q-55152-3	-	1805 29th St/FI-2/Ste-2050			Boulder	CO	80301					NA	235	2023-07-18 - Zayo Canada Inc._631666_YUL1_Q-55152_SO_FE.pdf
Cytera Communications Canada, ULC	Zayo Canada Inc. f/k/a Allstream Inc.	Amendment One to Master Services Agreement	-	1805 29th St/FI-2/Ste-2050			Boulder	CO	80301				zayoxtrak@TEOCOSOLUTIONS.COM	NA	238	ZayoCanada_NameChangeAmendment_2019 FEX.pdf

This is **Exhibit "M"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



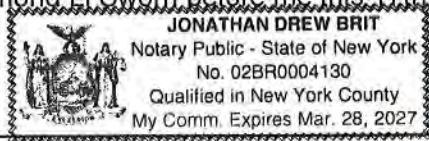
A handwritten signature in blue ink, appearing to read "Jonathan A. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

CURE COSTS

Legal Entity	Counter Party Name	Description	Cure Amount (\$ USD)
Cyxtera Communications Canada, ULC	Polaris Realty (Canada) Limited	555 West Hastings Street, Vancouver - Lease	142,171
Cyxtera Communications Canada, ULC	Tidan, Inc.	3000 Rene Levesque, Montreal - Office Lease	36,564

This is **Exhibit "N"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



Jonathan D. Brit

A Notary Public in and for the State of New York

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**SUPPLEMENTAL NOTICE OF ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



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PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on June 29, 2023, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order on the motion [Docket No. 79] (the “Motion”) of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection, assumption, or assumption and assignment of executory contracts and unexpired leases and granting related relief [Docket No. 186] (the “Procedures Order”) attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that on November 3, 2023, the Debtors filed the *Debtors’ Motion for Entry of an Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 653] (the “Canada Sale Motion”)² seeking entry of an order, substantially in the form attached thereto as Exhibit A: (a) authorizing and approving the Debtors’ entry into and performance under that certain asset purchase agreement by and between Debtor Cyxtera Communications Canada, ULC (“Cyxtera Canada”) and Cologix Canada, Inc. (“Cologix”), (b) authorizing and approving the sale of the Acquired Assets free and clear of any and all liens, claims, interests, pledges, charges, defects, caveats, security interests, hypothecations, mortgages, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, assignments, actions, judgements, executions, levies, taxes, writs

² Capitalized terms used and not otherwise defined herein have the meaning given to them in the Motion, the Canada Sale Motion, or the APA, as applicable.

of enforcement, charges, or similar encumbrances, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise; (c) authorizing the assumption and assignment of executory contracts and unexpired leases; and (d) granting related relief.

PLEASE TAKE FURTHER NOTICE that, on November 3, 2023, the Debtors filed the *Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 656] (the “Assumption and Assignment Notice”), notifying counterparties to certain of the Assigned Contracts that, pursuant to the Procedures Order and the Assumption and Assignment Notice, the Debtors had determined, in the exercise of their business judgment, that each Assigned Contract set forth on Schedule 2 attached thereto was thereby assumed and assigned effective as of the Closing Date.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Supplemental Assumption and Assignment Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each additional Assigned Contract set forth on Schedule 2 attached hereto (the “Supplemental Assigned Contracts”) is hereby assumed and assigned effective as of the Closing Date.

PLEASE TAKE FURTHER NOTICE that the Debtors have evaluated the financial wherewithal of Cologix and concluded that Cologix has demonstrated such financial wherewithal to meet all future obligations under the Supplemental Assigned Contracts, which may be evidenced

upon written request,³ thereby demonstrating that Cologix has the ability to comply with the requirements of adequate assurance of future performance.⁴

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed assumption or assumption and assignment of any of the Supplemental Assigned Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases no later than ten (10) days after the date that the Debtors served this Supplemental Assumption and Assignment Notice and promptly serve such objection on the following parties: (i) the Debtors, Cyxtera Technologies, Inc., 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134; (ii) co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Christopher Marcus, P.C. and Derek I. Hunter, and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (iii) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: David Gerardi; (iv) counsel to the Official Committee of Unsecured Creditors, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Bradford J. Sandler, Esq., Robert J. Feinstein, Esq., and Paul J. Labov, Esq; and (v) counsel to Cologix, Stikeman Elliott LLP, 1155 René-Lévesque Blvd. West, 41st Floor, Montréal, Québec H3B 3V2, Canada,

³ To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with this Supplemental Assumption and Assignment Notice by overnight delivery upon the counterparties to the applicable Supplemental Assigned Contracts affected by the Supplemental Assumption and Assignment Notice.

⁴ The Debtors shall serve the counterparty to the Supplemental Assigned Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.

Attn: Joseph Reynaud. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the assumption and assignment of each Supplemental Assigned Contract shall become effective on the Closing Date.⁵

PLEASE TAKE FURTHER NOTICE that, the proposed cure amount under each Supplemental Assigned Contract is set forth in **Schedule 2** attached hereto. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption or assumption and assignment of any Supplemental Assigned Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Supplemental Assigned Contract or Supplemental Assigned Contracts to which such objection relates. If such objection is overruled or withdrawn, such Supplemental Assigned Contract or Supplemental Assigned Contracts shall be assumed and assigned as of the Closing Date.

⁵ An objection to the assumption or assumption and assignment of any Supplemental Assigned Contract or cure amount listed in this Supplemental Assumption and Assignment Notice shall not constitute an objection to the assumption or assumption and assignment of any other contract or lease listed in this Supplemental Assumption and Assignment Notice. Any objection to the assumption or assumption and assignment of any particular Supplemental Assigned Contract or cure amount listed in this Supplemental Assumption and Assignment Notice must state with specificity the Supplemental Assigned Contract to which it is directed. For each particular Supplemental Assigned Contract whose assumption or assumption and assignment is not timely or properly objected to, such assumption or assumption and assignment will be effective in accordance with this Supplemental Assumption and Assignment Notice and the Procedures Order.

Dated: November 9, 2023

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

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Warren A. Usatine, Esq.

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wusatine@coleschotz.com
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Email: edward.sassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

*Co-Counsel for Debtors and
Debtors in Possession*

Schedule 1

Procedures Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and Debtors in
Possession*

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹



Order Filed on June 29, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

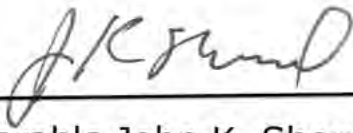


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**ORDER (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT OR ASSUME EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is
ORDERED.

DATED: June 29, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

(Page | 3)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

Upon the Debtors' Motion For Entry of an Order (I) Authorizing And Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases, and (II) Granting Related Relief (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing and approving the Contract Procedures for rejecting or assuming executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); 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 sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances 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 establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

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

(Page | 4)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

2. The following Rejection Procedures are approved in connection with rejecting

Contracts:

- a. ***Rejection Notice.*** The Debtors shall file a notice substantially in the form attached hereto as Exhibit 1 (the “Rejection Notice”) indicating the Debtors’ intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contract(s) (each a “Rejection Counterparty”); (iii) the proposed effective date of rejection for each such Contract(s) (each, the “Rejection Date”); (iv) if any such Contract is a lease, the personal property to be abandoned (the “Abandoned Property”); (v) with respect to real property, any known third party having an interest in any remaining property, including personal property, furniture, fixtures, and equipment, located at the leased premises; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100. Further, the Rejection Notice shall include the proposed form of order (the “Rejection Order”) approving the rejection of the Contracts, which shall be substantially in the form of Exhibit 1-A to the Rejection Notice. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.
- b. ***Service of the Rejection Notice.*** The Debtors will cause each Rejection Notice to be served: (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and by email upon such Rejection Counterparty’s counsel, if known) and all parties who may have any interest in any Abandoned Property (if known); and (ii) by first class mail, email, or fax, upon (A) the office of the United States Trustee for the District of New Jersey, Attn: David Gerardi; (B) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (C) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc First Lien Group of the Debtors’ prepetition term loan facilities; (D) the agents under each of the Debtors’ prepetition secured credit facilities and counsel thereto; (E) the office of the attorney general for each of the states in which the Debtors operate; (F) the United States Attorney’s Office for the District of New Jersey; (G) the Securities and Exchange Commission; (H) the Internal Revenue Service; (I) the monitor in the CCAA proceeding and counsel thereto; and (J) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Master Notice Parties”).

(Page | 5)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

- c. ***Objection Procedures.*** Parties objecting to a proposed rejection must file and serve a written objection¹ so that such objection is filed with this Court on the docket of the Debtors' chapter 11 cases no later than ten (10) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline") and promptly serve such objection on the following parties (collectively, the "Objection Service Parties"): (i) the Debtors, Cyxtera Technologies, Inc., 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134; (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Christopher Marcus, P.C. and Derek I. Hunter, and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (iii) Office of The United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: David Gerardi; and (iv) proposed counsel to the Official Committee of Unsecured Creditors (the "Committee"), Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Bradford J. Sandler, Esq., Robert J. Feinstein, Esq., and Paul J. Labov, Esq.
- d. ***No Objection Timely Filed.*** If no objection to the rejection of any Contract is timely filed, the Debtors shall file a Rejection Order under a certificate of no objection. Each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided, however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.
- e. ***Unresolved Timely Objections.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such

¹ An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is not withdrawn, upon further order of the Court and shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree, or as ordered by the Court.

- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date; *provided* that the Debtors shall not remove any Contract from the schedule to a Rejection Notice if they have relinquished control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises as described above and (a) turn over keys, key codes, and security codes, if any, to the affected landlord or (b) notify the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.
- g. ***No Application of Security Deposits.*** If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.
- h. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract; *provided, however*, that (i) nothing shall modify any requirement under applicable law with respect to removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises, (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment, and (iii) within three (3) business days of filing a Rejection Notice, the Debtors will make reasonable efforts to contact any third parties that may be known to the Debtors to have a property interest in the Abandoned Property and ask such third parties to remove or cause to be removed personal property, if any, from the premises prior to the Rejection Date. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. After the Rejection Date, Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition; *provided* that applicable state law shall govern any rights of the Landlord and any party claiming an interest in any abandoned personal property.

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

3. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

- a. ***Assumption Notice.*** The Debtors shall file a notice substantially in the form attached hereto as Exhibit 2 (the “Assumption Notice”) indicating the Debtors’ intent to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed; (ii) the names and addresses of the counterparties to such Contracts (each an “Assumption Counterparty”); (iii) the identity of the proposed assignee of such Contracts (the “Assignee”), if applicable; (iv) the effective date of the assumption for each such Contract (the “Assumption Date”); (v) the proposed cure amount, if any for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100. Further, the Assumption Notice shall include the proposed form of order (the “Assumption Order”) approving the rejection of the Contracts, which shall be substantially in the form of Exhibit 2-A to the Assumption Notice. No Contract shall be deemed assumed absent entry of an applicable Assumption Order.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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- b. ***Service of the Assumption Notice and Evidence of Adequate Assurance.*** The Debtors will cause the Assumption Notice to be served (i) by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and by email upon the Assumption Counterparties' counsel, if known) and (ii) by first class mail, email, or fax upon the Master Notice Parties. To the extent the Debtors seek to assume and assign a Contract, if requested by the Assumption Counterparty or counsel thereto, the Debtors will cause evidence of adequate assurance of future performance to be served as soon as reasonably practicable upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).
- c. ***Objection Procedures.*** Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection² so that such objection is filed with this Court and actually received by the Objection Service Parties no later than ten (10) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.
- d. ***No Objection.*** If no objection to the assumption of any Contract is timely filed, the Debtors shall file an Assumption Order under a certificate of no objection. Each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes.
- e. ***Unresolved Timely Objections.*** If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be deemed assumed upon entry by the Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is not withdrawn, upon further order of the Court and shall be assumed as of the Assumption Date set forth in the Assumption Notice or

² An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

4. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), *provided, however*, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property including adjustments, reconciliations and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee; and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the

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applicable Assignee with all rights, titles, and interests to the applicable Contracts.³ For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

5. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

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

7. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

8. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.

³ Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve all rights with respect to the enforceability of such provisions.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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

10. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume or adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors, or any other party in interest's claims, causes of action or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, or adoption of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors'

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

11. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order").

12. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Rejection Notices, and the Assumption Notices.

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

15. 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.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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16. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

Schedule 2

Supplemental Assigned Contracts

Assumption Counterparty	Description of Contract¹	Cure Amount	Assignee
Harbour Centre Complex Limited	License to Occupy - dated 05 / 26 / 2005	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Agreement Renewal - dated 04 / 29 / 2008	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	License to Occupy - dated 12 / 29 / 2009	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Agreement Renewal - dated 06 / 24 / 2011	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Agreement Renewal - dated 04 / 19 / 2013	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Renewal - dated 04 / 19 / 2013	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Renewal - dated 02 / 17 / 2017	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	License to Occupy (Cyxtera C31) - dated 04 / 01 / 2019	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Renewal - dated 09 / 13 / 2019	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Emergency Power Request and Release Form – MMR6A	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Emergency Power Request and Release Form – MMR 6B	\$0	Cologix Canada, Inc.
Polaris Realty (Canada) Limited	Letter Agreement re: License to Occupy (C - 31) Renewal - dated 05 / 01 / 2023	\$0	Cologix Canada, Inc.

¹ The inclusion of a Supplemental Assigned Contract on this list does not constitute an admission as to the executory or non-executory nature of the Supplemental Assigned Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Supplemental Assigned Contract.

Schedule 3

Proposed Assumption and Assignment Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Edward O. Sassower, P.C. (admitted <i>pro hac vice</i>) Christopher Marcus, P.C. (admitted <i>pro hac vice</i>) Derek I. Hunter (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 edward.sassower@kirkland.com christopher.marcus@kirkland.com derek.hunter@kirkland.com COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com <i>Co-Counsel for Debtors and Debtors in Possession</i>	
In re: CYXTERA TECHNOLOGIES, INC., <i>et al</i> Debtors. ¹	Chapter 11 Case No. 23-14853 (JKS) (Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**ORDER APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND/OR UNEXPIRED LEASES IN CONNECTION
WITH THE SALE OF CERTAIN CANADIAN ASSETS BY CYXTERA CANADA**

The relief set forth on the following pages, numbered three (3) through eleven (11), is
ORDERED.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

Upon the Debtors' Motion for Entry of an Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [Docket No. 653] (the "Canada Sale Motion") and the Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief [Docket No. 186] (the "Procedures Order")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and the hearing to consider the Canada Sale Motion having been held on November 16, 2023 (the "Canada Sale Hearing"); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Debtors having properly filed and served the *Supplemental Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases* [Docket No. [●]] (the "Supplemental Assumption and Assignment Notice") on each applicable party as set forth in

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion, the APA (as defined in the Motion), the Canada Sale Order (as defined herein), or the Procedures Order, as applicable.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

the schedule attached hereto as **Exhibit 1** (the “Assumption and Assignment Schedule”), in accordance with the terms of the Procedures Order; and no timely objections have been filed to the assumption and assignment of the additional Assigned Contracts set forth in the Assumption and Assignment Schedule (the “Supplemental Assigned Contracts”); and due and proper notice of the Procedures Order and the Supplemental Assumption and Assignment Notice having been provided to each applicable counterparty to the Supplemental Assigned Contracts as set forth in the Assumption and Assignment Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor **THE COURT HEREBY FINDS THAT:**³

A. The assumption and assignment of the Supplemental Assigned Contracts listed in the Assumption and Assignment Schedule attached hereto as **Exhibit 1** pursuant to the terms of the *Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. [●]] (the “Canada Sale Order”) and this Order is integral to the APA, does not constitute unfair discrimination, and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and

³ The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

prudent business judgment by the Debtors. Subject to the terms and conditions of the APA and the Canada Sale Order, the Debtors shall: (a) to the extent necessary, cure or provide adequate assurance of cure, of any default existing prior to the date hereof with respect to the Supplemental Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Supplemental Assigned Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Debtors' promise to pay or otherwise cure all defaults or other obligations of the Debtors under the Supplemental Assigned Contracts arising or accruing prior to the Closing Date, or otherwise required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Supplemental Assigned Contracts (collectively, the "Cure Costs") in accordance with the terms of the APA, the Canada Sale Order, and this Order and Cologix Canada, Inc.'s (the "Purchaser") promise to perform the obligations under the Supplemental Assigned Contracts shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Supplemental Assigned Contracts.

B. Under the circumstances, the Debtors have demonstrated that assuming and assigning the Supplemental Assigned Contracts in connection with the Canada Sale is an exercise of their sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates, for the reasons set forth in the Canada Sale Motion, the Li Declaration, and

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

on the record at the Canada Sale Hearing, including, without limitation, because the assumption and assignment of the Supplemental Assigned Contracts in connection with the Canada Sale is a material component to the overall consideration provided by the Purchaser and will maintain the ongoing business of the Debtors, limit the losses of counterparties to Supplemental Assigned Contracts, and maximize the distribution to creditors of the Debtors.

C. The assignment of the Supplemental Assigned Contracts is necessary and appropriate under the circumstances in connection with the Canada Sale, is integral to the Debtors' overall restructuring efforts, and the Purchaser has demonstrated that it can reasonably carry on the obligations under the Supplemental Assigned Contracts.

IT IS HEREBY ORDERED THAT:

1. Cyxtera Canada Communications, ULC (the "Seller") is hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code and the Procedures Order to (a) assume and assign to the Purchaser, in accordance with the terms of the APA and this Canada Sale Order, the Supplemental Assigned Contracts free and clear of all Claims, Encumbrances, and Interests (other than the Permitted Encumbrances and Assumed Liabilities), and (b) execute and deliver to the Purchaser such documents or other instruments as the Purchaser deems may be necessary to assign and transfer the Supplemental Assigned Contracts to the Purchaser.

2. With respect to the Supplemental Assigned Contracts: (a) the Seller may assume each of the Supplemental Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Seller may assign each of the Supplemental Assigned Contracts to the

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

Purchaser in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any of the Supplemental Assigned Contracts that prohibit or condition the assignment of such Supplemental Assigned Contract or allow the party to such Supplemental Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Supplemental Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) subject to the Debtors payment of Cure Costs, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Seller and assignment to Purchaser of each Supplemental Assigned Contract have been satisfied; and (d) the Supplemental Assigned Contracts shall be transferred and assigned to, and following the Closing remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Supplemental Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Supplemental Assigned Contracts after such assumption and assignment to the Purchaser.

3. Any Supplemental Assigned Contract shall be assumed by the Seller and assigned to the Purchaser in accordance with the Assumption Procedures as defined in the Procedures Order, which Assumption Procedures are incorporated herein by reference and shall apply and be binding to any Supplemental Assigned Contract. The pendency of a dispute relating to a particular Supplemental Assigned Contract shall not delay the assumption and assignment of any other Supplemental Assigned Contract or the Closing. Any proposed cure amount to be included in the

(Page | 8)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

Supplemental Assumption and Assignment Notice or the resolution of any objection filed in connection therewith will be acceptable to the Purchaser and the form and substance of any filings or pleading filed by the Debtors in connection with the Assumption Procedures will be reasonably acceptable to the Purchaser.

4. Upon the effective date of the assignment of any Supplemental Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Supplemental Assigned Contract. To the extent provided in the APA, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

5. Each Supplemental Assigned Contract counterparty is deemed to have consented to the assumption and assignment of such Supplemental Assigned Contract, and the Purchaser shall be deemed to have demonstrated adequate assurance of future performance with respect to such Supplemental Assigned Contract pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

6. Upon the Seller's assignment of the Supplemental Assigned Contracts to the Purchaser under the provisions of this Order, the Canada Sale Order, and any additional orders of this Court, and the Debtors' payment of any Cure Costs pursuant to the terms hereof or the APA, no default shall exist under any Supplemental Assigned Contract, and no counterparty to any Supplemental Assigned Contract shall be permitted (a) to declare under such Supplemental Assigned Contract or (b) to otherwise take action against the Debtors or the Purchaser as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under

(Page | 9)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

the relevant Supplemental Assigned Contract. Each non-debtor party to a Supplemental Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Purchaser, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date, or, against the Purchaser, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors and (ii) imposing or charging against the Purchaser or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Seller's assumption and assignment of the Supplemental Assigned Contracts to the Purchaser. Any provision in any Supplemental Assigned Contract that purports to declare a breach, default, or termination as a result of a change of control of the Acquired Assets is hereby deemed unenforceable under section 365(f) of the Bankruptcy Code. To the extent that any counterparty to a Supplemental Assigned Contract is notified of Cure Costs (or the absence thereof) and fails to object to such Cure Costs (or the absence thereof) with respect to a Supplemental Assigned Contract, such counterparty shall be deemed to have consented to such Cure Costs (or the absence thereof) and is deemed to have waived any right to assert or collect or enforce any Cure Costs that may arise or have arisen prior to or as of the Closing.

7. On the effective date of the assignment of any Supplemental Assigned Contract, the Purchaser shall be deemed to be substituted for the applicable Debtors as a party to the applicable Supplemental Assigned Contracts and the applicable Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Supplemental Assigned Contracts.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

8. All counterparties to the Supplemental Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Canada Sale.

9. Notwithstanding anything to the contrary in this Canada Sale Order or the APA, a contract shall not be an Supplemental Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such contract is rejected or terminated by the Debtors, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as a Supplemental Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Order; (e) a request or authorization to reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property

(Page | 11)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Approving the Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases in Connection with the Sale of Certain Canadian Assets by Cyxtera Canada

of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to reject any executory contract or unexpired lease.

11. The Debtors and the Purchaser are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Canada Sale Motion and the Procedures Order.

12. To the extent this Order is inconsistent with any prior order or pleading filed in these chapter 11 cases related to the Canada Sale Motion, the terms of this Order shall govern.

Exhibit 1

Supplemental Assigned Contracts

Assumption Counterparty	Description of Contract¹	Cure Amount	Assignee
Harbour Centre Complex Limited	License to Occupy - dated 05 / 26 / 2005	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Agreement Renewal - dated 04 / 29 / 2008	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	License to Occupy - dated 12 / 29 / 2009	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Agreement Renewal - dated 06 / 24 / 2011	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Agreement Renewal - dated 04 / 19 / 2013	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Renewal - dated 04 / 19 / 2013	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Renewal - dated 02 / 17 / 2017	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	License to Occupy (Cyxtera C31) - dated 04 / 01 / 2019	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Letter Agreement re: License to Occupy Renewal - dated 09 / 13 / 2019	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Emergency Power Request and Release Form – MMR6A	\$0	Cologix Canada, Inc.
Harbour Centre Complex Limited	Emergency Power Request and Release Form – MMR 6B	\$0	Cologix Canada, Inc.
Polaris Realty (Canada) Limited	Letter Agreement re: License to Occupy (C - 31) Renewal - dated 05 / 01 / 2023	\$0	Cologix Canada, Inc.

¹ The inclusion of a Supplemental Assigned Contract on this list does not constitute an admission as to the executory or non-executory nature of the Supplemental Assigned Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Supplemental Assigned Contract.

This is **Exhibit "O"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York



November 9, 2023

DELIVERED VIA FIRST CLASS MAIL

The Electric Mail Company
3999 Henning Drive, Suite 300
Burnaby, British Columbia
Canada
V5C 6P9
robert.taylor@ziffdavis.com

Attention: Legal Department

Re: Cyxtera Data Center Located at 3000 Boulevard René-Lévesque, Montreal, Quebec H3E 1T9, Canada, known as YUL-1.

Dear Customer,

As you may be aware, Cyxtera Technologies, Inc. and certain of its subsidiaries and affiliates (collectively, “Cyxtera”) filed for bankruptcy under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”).

You currently receive services at Cyxtera’s data center located at 3000 Boulevard René-Lévesque, Montreal, Quebec H3E 1T9, Canada, known as YUL-1 (the “Data Center”). This notice is to inform you that Cyxtera plans to assume and assign the contracts listed in the Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases (the “Contracts”) filed with the Bankruptcy Court Docket No. 656 (the “Assumption Notice”) to Cologix Canada, Inc., a Nova Scotia corporation (“Cologix”), in accordance with that certain Asset Purchase Agreement, dated as of October 30, 2023, by and between Cologix and Cyxtera Communications Canada, ULC (“Cyxtera Communications”) and the Assumption Notice.

In the event that a Contract contains a provision restricting its assignment and assumption, this Letter constitutes a request to the counterparty to consent to such assignment and assumption no later than November 13, 2023 (the period from the date of this letter through such date, the “Response Period”). If you object to the assignment, you must provide written notice prior to the expiration of the Response Period to counsel to Cyxtera at the following addresses: (i) Kirkland & Ellis LLP, Attn: Derek Hunter (derek.hunter@kirkland.com), and Nikki Gavey (nikki.gavey@kirkland.com); and (ii) Gowling WLG (Canada) LLP, Tom Cumming (tom.cumming@gowlingwlg.com), and Stephen Kroeger (stephen.kroeger@gowlingwlg.com) (collectively, the “Notice Parties”).

Failure to submit an objection by the end of the Response Period will be considered an affirmative consent to the assignment of the Contracts to Cologix. Upon approval by the Bankruptcy Court and the assignment, all Cyxtera services at the Data Center provided pursuant to the Contracts will be provided by Cologix without any interruption in service. This will not impact any of your Cyxtera services at any other Cyxtera facility.

Whether or not you plan to object, we request that you complete Exhibit A and return a copy to Cyxtera at legal@cyxtera.com to confirm certain details relating to the services you receive from Cyxtera at the Data Center. We value your business and are committed to approaching this situation in the spirit of partnership.

If you have any questions or require any assistance, please contact your Account Manager, Jolly Steffi at jolly.steffi@cyxtera.com. Your Account Team will contact you with further updates in due course.

Further information regarding the Cyxtera's bankruptcy proceedings may be found on the website of Cyxtera's claims and noticing agent at <https://www.kccllc.net/cyxtera>.

We appreciate your cooperation and regret any inconvenience.

Sincerely,

Eric Koza
Chief Restructuring Officer
Cyxtera Technologies, Inc.



Exhibit A

Consent to Assignment

Reference is made to the Letter, dated as of November 9, 2023, provided to the undersigned by Cyxtera Technologies, Inc. (the “Notice”). Capitalized terms used but not defined in this Exhibit A shall have the meanings assigned to them in the Notice.

In connection with the foregoing, the undersigned hereby confirms as follows:

1. The Contracts are in good standing, in full force and effect, and enforceable against the parties in accordance with their terms, and has have not been supplemented, altered, amended, or modified in any way except as set forth in Schedule 1 attached hereto and incorporated herein.
2. The term of the Contracts expires on September 2, 2025, subject to renewal (including automatic renewal) and extension rights listed in Schedule 1.
3. The recurring monthly amount paid by Customer to Cyxtera under the Contracts is \$21,787.68 CAD and no recurring monthly amount is prepaid beyond the end of the current calendar month. Except as listed in Schedule 1, all non-recurring Customer orders (including for installation of equipment, “remote hands” service, installation of additional conduit or fiber plant, or otherwise), if any, are completed.
4. Cyxtera is holding a deposit in the amount listed in Schedule 1.
5. There is no default or breach under the Contracts, and to our knowledge there is no event or condition existing which, with the giving of notice, the passing of time, or both, would become a breach of default under the Contracts, in each case, except as a result of Cyxtera’s bankruptcy cases and such defaults as are cured in connection with the bankruptcy cases.
6. This Consent will bind us and our successors and assigns.
7. The undersigned certifies and represents the above statements (including any exceptions added thereto) are full and complete and may be relied and acted upon by Cologix and its successors and assigns.

Executed as of this _____ day of _____, 2023.

The Electric Mail Company

By: _____
Name: _____
Title: _____

Schedule 1

1. The Contracts have been supplemented, altered, amended, or modified only by the following:
 - (i) The Electric Mail Company – Service Orders Q-06891-1, Q-06936-1, Q-06953-1, Q-13808-1, Q-17723-1, Q-19921-2, Q-20508-2, Q-23323-1, Q-23343-1, Q-24433-1, Q-30261-2 and Q-51180-1 governed by (i) the Savvis Master Services Agreement, dated as of June 26, 2013, by and between Savvis Communications Canada Inc. and The Electric Mail Company and (ii) the Savvis Service Schedule, dated as of June 26, 2013, by and between Savvis Communications Canada Inc. and The Electric Mail Company.
2. The Contracts are subject to the following renewal (including automatic renewal) or extension rights: automatically renew for successive periods equal to the Initial Term.
3. The following consist of all incomplete Customer orders under the Contracts: Not Applicable.
4. Cyxtera is holding a deposit in the amount of \$0.



November 9, 2023

DELIVERED VIA FIRST CLASS MAIL

The Electric Mail Company
3999 Henning Drive, Suite 300
Burnaby, British Columbia
Canada
V5C 6P9
robert.taylor@ziffdavis.com

Attention: Legal Department

Re: Cyxtera Data Center Located at 555 West Hastings Street, Suite 1480 and Suite 2406, Vancouver, British Columbia V6B 4N4, Canada, known as YVR-1.

Dear Customer,

As you may be aware, Cyxtera Technologies, Inc. and certain of its subsidiaries and affiliates (collectively, “Cyxtera”) filed for bankruptcy under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”).

You currently receive services at Cyxtera’s data center located at 555 West Hastings Street, Suite 1480 and Suite 2406, Vancouver, British Columbia V6B 4N4, Canada known as YVR-1 (the “Data Center”). This notice is to inform you that Cyxtera plans to assume and assign the contracts listed in the Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases (the “Contracts”) filed with the Bankruptcy Court Docket No. 656 (the “Assumption Notice”) to Cologix Canada, Inc., a Nova Scotia corporation (“Cologix”), in accordance with that certain Asset Purchase Agreement, dated as of October 30, 2023, by and between Cologix and Cyxtera Communications Canada, ULC (“Cyxtera Communications”) and the Assumption Notice.

In the event that a Contract contains a provision restricting its assignment and assumption, this Letter constitutes a request to the counterparty to consent to such assignment and assumption no later than November 13, 2023 (the period from the date of this letter through such date, the “Response Period”). If you object to the assignment, you must provide written notice prior to the expiration of the Response Period to counsel to Cyxtera at the following addresses: (i) Kirkland & Ellis LLP, Attn: Derek Hunter (derek.hunter@kirkland.com), and Nikki Gavey (nikki.gavey@kirkland.com); and (ii) Gowling WLG (Canada) LLP, Tom Cumming (tom.cumming@gowlingwlg.com), and Stephen Kroeger (stephen.kroeger@gowlingwlg.com) (collectively, the “Notice Parties”).

Failure to submit an objection by the end of the Response Period will be considered an affirmative consent to the assignment of the Contracts to Cologix. Upon approval by the Bankruptcy Court and the assignment, all Cyxtera services at the Data Center provided pursuant to the Contracts will be provided by Cologix without any interruption in service. This will not impact any of your Cyxtera services at any other Cyxtera facility.

Whether or not you plan to object, we request that you complete Exhibit A and return a copy to Cyxtera at legal@cyxtera.com to confirm certain details relating to the services you receive from Cyxtera at the Data Center. We value your business and are committed to approaching this situation in the spirit of partnership. If you have any questions or require any assistance, please contact your Account Manager, Jolly Steffi at jolly.steffi@cyxtera.com. Your Account Team will contact you with further updates in due course.

Further information regarding the Cyxtera's bankruptcy proceedings may be found on the website of Cyxtera's claims and noticing agent at <https://www.kccllc.net/cyxtera>.

We appreciate your cooperation and regret any inconvenience.

Sincerely,

Eric Koza
Chief Restructuring Officer
Cyxtera Technologies, Inc.

Exhibit A

Consent to Assignment

Reference is made to the Letter, dated as of November 9, 2023, provided to the undersigned by Cyxtera Technologies, Inc. (the “Notice”). Capitalized terms used but not defined in this Exhibit A shall have the meanings assigned to them in the Notice.

In connection with the foregoing, the undersigned hereby confirms as follows:

1. The Contracts are in good standing, in full force and effect, and enforceable against the parties in accordance with their terms, and has have not been supplemented, altered, amended, or modified in any way except as set forth in Schedule 1 attached hereto and incorporated herein.
2. The term of the Contracts expires on September 02, 2025, subject to renewal (including automatic renewal) and extension rights listed in Schedule 1.
3. The recurring monthly amount paid by Customer to Cyxtera under the Contracts is \$11,099.30 CAD, and no recurring monthly amount is prepaid beyond the end of the current calendar month. Except as listed in Schedule 1, all non-recurring Customer orders (including for installation of equipment, “remote hands” service, installation of additional conduit or fiber plant, or otherwise), if any, are completed.
4. Cyxtera is holding a deposit in the amount listed in Schedule 1.
5. There is no default or breach under the Contracts, and to our knowledge there is no event or condition existing which, with the giving of notice, the passing of time, or both, would become a breach of default under the Contracts, in each case, except as a result of Cyxtera’s bankruptcy cases and such defaults as are cured in connection with the bankruptcy cases.
6. This Consent will bind us and our successors and assigns.
7. The undersigned certifies and represents the above statements (including any exceptions added thereto) are full and complete and may be relied and acted upon by Cologix and its successors and assigns.

Executed as of this _____ day of _____, 2023.

The Electric Mail Company

By:

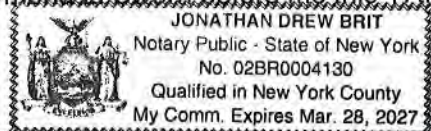
Name:

Title: _____

Schedule 1

1. The Contracts have been supplemented, altered, amended, or modified only by the following:
 - (i) The Electric Mail Company – Service Orders Q-06891-1, Q-06936-1, Q-06953-1, Q-13808-1, Q-17723-1, Q-19921-2, Q-20508-2, Q-23323-1, Q-23343-1, Q-24433-1, Q-30261-2 and Q-51180-1 governed by (i) the Savvis Master Services Agreement, dated as of June 26, 2013, by and between Savvis Communications Canada Inc. and The Electric Mail Company and (ii) the Savvis Service Schedule, dated as of June 26, 2013, by and between Savvis Communications Canada Inc. and The Electric Mail Company.
2. The Contracts are subject to the following renewal (including automatic renewal) or extension rights: automatically renew for successive periods equal to the Initial Term.
3. The following consist of all incomplete Customer orders under the Contracts: Not Applicable.
4. Cyxtera is holding a deposit in the amount of \$0.

This is **Exhibit "P"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C. (admitted *pro hac vice*)

Christopher Marcus, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

edward.sassower@kirkland.com

christopher.marcus@kirkland.com

derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

Co-Counsel for Debtors and

Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**DISCLOSURE STATEMENT RELATING TO THE SECOND AMENDED JOINT
PLAN OF REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS
DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



2314853230927000000000011

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126, 11 U.S.C. §§ 1125, 1126. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

SOLICITATION OF VOTES ON THE JOINT PLAN OF REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE FROM THE HOLDERS OF OUTSTANDING:

VOTING CLASS	NAME OF CLASS UNDER THE PLAN
CLASS 3	FIRST LIEN CLAIMS
CLASS 4	GENERAL UNSECURED CLAIMS

IF YOU ARE IN CLASSES 3 OR 4, YOU ARE RECEIVING THIS DOCUMENT AND THE ACCOMPANYING MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN.

DELIVERY OF CLASS THREE BALLOT

THE CLASS THREE BALLOT MAY BE (1) RETURNED TO THE ADDRESS BELOW OR (2) SUBMITTED TO THE BELOW EMAIL ADDRESS, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE, WHICH IS **4:00 P.M. (PREVAILING EASTERN TIME) ON OCTOBER 26, 2023.**

**BY REGULAR MAIL, HAND DELIVERY
OR OVERNIGHT AT:**

Cyxtera Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

BY ELECTRONIC MAIL TO:
CyxteraBallots@kccllc.com

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT.

BALLOTS RECEIVED VIA FACSIMILE WILL NOT BE COUNTED.

DELIVERY OF CLASS FOUR BALLOT

THE CLASS FOUR BALLOT MAY BE (1) RETURNED TO THE ADDRESS BELOW OR (2) SUBMITTED VIA THE ONLINE PORTAL SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE, WHICH IS **4:00 P.M. (PREVAILING EASTERN TIME) ON OCTOBER 26, 2023.**

**BY REGULAR MAIL, HAND DELIVERY
OR OVERNIGHT AT:**

Cyxtera Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

BY “E-BALLOT” TO:

<https://www.kccllc.net/cyxtera>
Click on the “Submit E-Ballot”
section of the website and follow
the instructions to submit your E-Ballot

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT.

BALLOTS RECEIVED VIA FACSIMILE WILL NOT BE COUNTED.

**IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURE FOR
VOTING ON THE PLAN, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:**

BY ELECTRONIC MAIL TO:
[HTTPS://WWW.KCCLLC.NET/CYXTERA/INQUIRY](https://www.kccllc.net/cyxtera/inquiry)

BY TELEPHONE:
877-726-6510 (DOMESTIC) OR 424-236-7250 (INTERNATIONAL)
AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM

This disclosure statement (this “Disclosure Statement”) provides information regarding the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”),² for which the Debtors will seek confirmation by the Bankruptcy Court. A copy of the Plan is attached hereto as Exhibit A and is incorporated herein by reference. The Debtors are providing the information in this Disclosure Statement to certain Holders of Claims for purposes of soliciting votes to accept or reject the Plan.

The Plan is supported by the Debtors, the Committee, and the Holders of 86 percent of the claims arising on account of obligations under the First Lien Credit Agreement and the Holders of Existing Equity Interests that are signatories to the RSA or any subsequent Holder of Existing Equity Interests that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

The consummation and effectiveness of the Plan are subject to certain material conditions precedent described herein and set forth in Article IX of the Plan. There is no assurance that the Bankruptcy Court will confirm the Plan or, if the Bankruptcy Court does confirm the Plan, that the conditions necessary for the Plan to become effective will be satisfied or, in the alternative, waived.

The Debtors urge each Holder of a Claim or Interest to consult with its own advisors with respect to any legal, financial, securities, tax, or business advice in reviewing this Disclosure Statement, the Plan, and each proposed transaction contemplated by the Plan.

The Debtors strongly encourage Holders of Claims in Classes 3 or 4 to read this Disclosure Statement (including the Risk Factors described in Article IX hereof) and the Plan in their entirety before voting to accept or reject the Plan. Assuming the requisite acceptances to the Plan are obtained, the Debtors will seek the Bankruptcy Court’s approval of the Plan at the Confirmation Hearing.

² Capitalized terms used but not defined in this Disclosure Statement shall have the meaning ascribed to such terms in the Plan, which is attached hereto as Exhibit A. The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.

RECOMMENDATION BY THE DEBTORS

EACH DEBTOR'S BOARD OF DIRECTORS, SOLE MEMBER, SOLE MANAGING MEMBER, MANAGERS, OR SOLE DIRECTOR, AS APPLICABLE, HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT, AND EACH DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH OF THE DEBTOR'S ESTATES, AND PROVIDE THE BEST RECOVERY TO CLAIM AND INTEREST HOLDERS. AT THIS TIME, EACH DEBTOR BELIEVES THAT THE PLAN AND RELATED TRANSACTIONS REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DEBTORS' OVERALL RESTRUCTURING OBJECTIVES. EACH OF THE DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT NO LATER THAN OCTOBER 26, 2023M AT 4:00 P.M. (PREVAILING EASTERN TIME) PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND ON THE BALLOT.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS OR INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE AMENDED JOINT PLAN OF REORGANIZATION OF CYXTERA TECHNOLOGIES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN EVENTS AND ANTICIPATED EVENTS IN THE CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN IN ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESS AND OPERATIONS. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESS AND OPERATIONS AND THEIR FUTURE RESULTS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS OR INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN AND THE RSA.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTIONS CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING ARTICLE IX, ENTITLED “RISK FACTORS” BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT’S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS’ INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS AND FORWARD-LOOKING STATEMENTS

The Plan and Disclosure Statement have neither been filed with, nor approved or disapproved by the SEC or any similar federal, state, local, or foreign federal regulatory authority and neither the SEC nor any such similar regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. The securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the Securities Act of 1933, as amended (the “Securities Act”), or any securities regulatory authority of any state under any state securities law (“Blue-Sky Laws”). Any representation to the contrary is a criminal offense. The securities may not be offered or sold within the United States or to, or for the account or benefit of, United States persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable laws of other jurisdictions.

The Debtors will rely on section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue-Sky Laws the offer, issuance, and distribution, if applicable, of New Common Stock under the Plan (other than any New Common Stock underlying the Management Incentive Plan), and to the extent such exemption is not available, then such New Common Stock will be offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

Any New Common Stock underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, will be considered “restricted securities,” and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom.

This Disclosure Statement contains “forward-looking statements” within the meaning of United States securities laws. Statements containing words such as “anticipate,” “believe,” “estimate,” “expect,” “intend,” “plan,” “project,” “target,” “model,” “can,” “could,” “may,” “should,” “will,” “would,” or similar words or the negative thereof, constitute “forward-looking statements.” However, not all forward-looking statements in this Disclosure Statement may contain one or more of these identifying terms. Forward-looking statements are based on the Debtors’ current expectations, beliefs, assumptions, and estimates. These statements are subject to significant risks, uncertainties and assumptions that are difficult to predict and could cause actual results to differ materially and adversely from those expressed or implied in the forward-looking statements. The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- Business strategy;
- Technology;
- Financial condition, revenues, cash flows, and expenses;
- The adequacy of the Debtors’ capital resources and liquidity;

- Levels of indebtedness, liquidity, and compliance with debt covenants;
- Financial strategy, budget, projections, and operating results;
- The amount, nature, and timing of capital expenditures;
- Availability and terms of capital;
- Successful results from the Debtors' operations;
- The integration and benefits of asset and property acquisitions or the effects of asset and property acquisitions or dispositions on the Debtors' cash position and levels of indebtedness;
- Costs of conducting the Debtors' other operations;
- General economic and business conditions;
- Effectiveness of the Debtors' risk management activities;
- Counterparty credit risk;
- The outcome of pending and future litigation;
- Uncertainty regarding the Debtors' future operating results;
- Plans, objectives, and expectations;
- Risks in connection with acquisitions;
- The potential adoption of new governmental regulations; and
- The Debtors' ability to satisfy future cash obligations.

Statements concerning these and other matters are not guarantees of the Company's future performance. There are risks, uncertainties, and other important factors that could cause the Post-Effective Date Debtors' actual performance or achievements to be different from those they may project, and the Debtors undertake no obligation to update the projections made herein. These risks, uncertainties and factors may include the following: (a) the Debtors' ability to confirm and consummate the Plan; (b) the potential that the Debtors may need to pursue an alternative transaction if the Plan is not confirmed; (c) the Debtors' ability to reduce their overall financial leverage; (d) the potential adverse impact of the Chapter 11 Cases on the Debtors' operations, management, and employees; (e) the risks associated with operating the Debtors' businesses during the Chapter 11 Cases; (f) customer responses to the Chapter 11 Cases; (g) the Debtors' inability to discharge or settle claims during the Chapter 11 Cases; (h) the Debtors' plans, objectives, business strategy, and expectations with respect to future financial results and liquidity, including the ability to finance operations in the ordinary course of business; (i) the Debtors' levels of indebtedness and compliance with debt covenants; (j) additional post-restructuring financing requirements; (k) the amount, nature, and timing of the Debtors' capital expenditures and cash requirements, and the terms of capital available to the Debtors'; (l) the effect of competitive products, services, or procuring by competitors; (m) the outcome of pending and future litigation claims; (n) the proposed

restructuring and costs associated therewith; (o) the effect of natural disasters, pandemics, and general economic and political conditions on the Debtors; (p) the Debtors' ability to implement cost-reduction initiatives in a timely manner; (q) adverse tax changes; (r) the terms and conditions of the New Takeback Facility and the New Common Stock, to be entered into, or issued, as the case may be, pursuant to the Plan; (s) the results of renegotiating certain key commercial agreements and any disruptions to relationships with landlords, suppliers, partners, among others; (t) compliance with laws and regulations; and (u) each of the other risks identified in this Disclosure Statement. Due to these uncertainties, you cannot be assured that any forward-looking statements will prove to be correct. The Debtors are under no obligation to (and expressly disclaim any obligation to) update or alter any forward-looking statements whether as a result of new information, future events, or otherwise, unless instructed to do so by the Bankruptcy Court.

You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The projections and forward-looking information contained herein and attached hereto are only estimates, and the timing and amount of actual distributions to Holders of Allowed Claims and Allowed Interests, among other things, may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

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EXHIBITS¹

EXHIBIT A	Plan of Reorganization
EXHIBIT B	RSA
EXHIBIT C	Organizational Structure Chart
EXHIBIT D	Liquidation Analysis
EXHIBIT E	Financial Projections

¹ Each Exhibit is incorporated herein by reference.

I. INTRODUCTION

Cyxtera Technologies, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors,” and together with their non-Debtor affiliates, “Cyxtera” or the “Company”), submit this Disclosure Statement, pursuant to section 1125 of the Bankruptcy Code, to Holders of Claims against the Debtors in connection with the solicitation of votes for acceptance of the Plan. A copy of the Plan is attached hereto as Exhibit A and incorporated herein by reference.

THE DEBTORS, CERTAIN CONSENTING STAKEHOLDERS THAT HAVE EXECUTED THE RSA, AND THE COMMITTEE BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS’ ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS AND THE COMMITTEE BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS AND THE COMMITTEE STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

Cyxtera filed these Chapter 11 Cases to implement a comprehensive financial and operational restructuring. Founded in 2017 through a carve-out acquisition from Lumen Technologies, Inc. (f/k/a CenturyLink, Inc.), Cyxtera is a global leader in data center colocation and interconnection services. Cyxtera provides an innovative suite of connected and intelligently-automated infrastructure and interconnection solutions to more than 2,300 leading enterprises, service providers, and government agencies around the world. From its founding in 2017, Cyxtera’s core business performance has remained strong, generating revenue growth from \$695 million in 2017 to \$746 million in 2022.

Despite its strong core business performance, the Company has recently faced significant headwinds owing primarily to inflation and macroeconomic volatility, which have driven up interest rates and energy prices. As inflation swelled in 2021 and 2022, the Federal Reserve reacted by raising interest rates at the fastest pace in decades. This contributed to the ballooning of Cyxtera’s annualized interest expense on funded debt from \$35.9 million in Q1 2022 to \$75.7 million in Q1 2023.

These challenges, along with the impending maturity of the Company’s revolving and term loans, placed increasing pressure on Cyxtera’s capital-intensive business, straining the Company’s liquidity profile and its ability to invest in the business. Accordingly, starting in late 2021, the Company began to explore all strategic alternatives, including an investment in or sale of some or all of its business, and, thereafter, a further equity investment from its existing sponsor.

As part of these efforts, the Company—with the assistance of Kirkland & Ellis, LLP (“Kirkland”) as legal counsel, Guggenheim Securities, LLC (“Guggenheim Securities”) as investment banker, and, later, AlixPartners, LLP (“AlixPartners,” and together with Kirkland and Guggenheim Securities, the “Advisors”) as financial advisor—engaged with an ad hoc group of First Lien Lenders (the “Ad Hoc Group”), represented by Gibson, Dunn & Crutcher LLP as legal counsel and Houlihan Lokey, Inc. as financial advisor, to chart a value-maximizing path forward. In parallel, on March 27, 2023, the Company, with the assistance of Guggenheim Securities, launched a marketing process (the “Marketing Process”) to engage potential interested parties concerning a significant investment in or purchase of some or all of the Company’s assets and/or equity (the “Sale Transaction”).

These discussions with the Ad Hoc Group proved successful, culminating in the entry into a restructuring support agreement (the “RSA”) on May 4, 2023, which enjoys the broad support of Holders whose claims represent approximately 86 percent of the claims arising on account of obligations under the

First Lien Credit Agreement, as well as the Consenting Sponsors. Concurrently with the entry into the RSA, members of the Ad Hoc Group provided Cyxtera with a new money, \$50 million term loan Bridge Facility, of which \$36 million was drawn prior to the Petition Date, to bridge the Company's financing needs, continue the prepetition Marketing Process, provide time to prepare for a potential chapter 11 filing, and otherwise avoid a value destructive, free fall bankruptcy filing.

One month after the RSA became effective, on June 4, 2023, Cyxtera initiated a prearranged court-supervised process under chapter 11 of the United States Bankruptcy Code in the U.S. Bankruptcy Court for the District of New Jersey ("the Bankruptcy Court"). The bankruptcy filing represented a continuation of the agreement embodied in the RSA, and the Debtors entered these Chapter 11 Cases on sound footing with a commitment of approximately \$200.5 million in debtor-in-possession financing from certain members of the Ad Hoc Group. At the "First Day" Hearing on June 6, 2023, the Bankruptcy Court granted interim approval to access approximately \$90.5 million of the \$200.5 million, \$40 million of which constituted new money, approximately \$36.5 million of which consisted of a "roll up" of prepetition obligations on account of the Bridge Facility (as defined herein), and \$14 million of which consisted of escrowed proceeds funded pursuant to the Bridge Facility (as defined herein). On July 19, 2023, the Bankruptcy Court granted final approval of the DIP Facility. The details of the DIP Facility are discussed in greater detail herein.

To facilitate the Marketing Process postpetition, the Debtors filed a motion to establish procedures to govern an efficient, public, and flexible auction process to realize the full value of existing assets and/or equity, which the Bankruptcy Court approved on June 29, 2023 [Docket No. 180] (the "Bidding Procedures Order") and the bidding procedures approved thereby, the "Bidding Procedures"). In accordance with the process outlined in the Bidding Procedures, the Debtors received at least one acceptable non-binding written proposal prior to the July 10, 2023, Acceptable Bidder (as defined in the Bidding Procedures) deadline. Accordingly, the Debtors extended the sale timeline whereby all binding bids must be actually received by no later than July 31, 2023, at 5:00 p.m. (prevailing Eastern Time). As the Marketing Process progressed, the Debtors, in consultation with the Ad Hoc Group and the official committee of unsecured creditors (the "Committee"), determined the significant and increasing interest in the Sale Package (as defined below) warranted an extension of the sale schedule. To that end, the Debtors filed the *Notices of Amended Sale Schedule* [Docket Nos. 353 and 450] extending certain deadlines and providing the Debtors with additional time to complete their comprehensive Marketing Process, to receive and evaluate bids, and, if necessary, to hold an Auction to determine the highest and best bid for some or substantially all of the New Common Stock of Reorganized Cyxtera and/or some or substantially all of the Debtors' assets (the "Sale Package").

The Debtors have received multiple bids for the Sale Package, but none of these bids were Qualified Bids (as defined in the Bidding Procedures). The Debtors do not believe at this time that any of the bids received to date are more value-maximizing than the Recapitalization Transaction proposed under the Plan. Accordingly, on August 29, 2023, the Debtors filed a *Notice of Cancellation of Auction* [Docket No. 472] notifying parties-in-interest that the Debtors, in accordance with the Bidding Procedures Order and in consultation with the Ad Hoc Group and the Committee, had cancelled the Auction scheduled to occur on August 30, 2023. However, negotiations with certain bidders remain ongoing as of the filing of this Disclosure Statement, and, as discussed further below, the Plan provides flexibility for the Debtors to "toggle" to a Sale Transaction should one develop that is more value-maximizing than the Recapitalization Transaction.

The Plan provides that the Debtors will pursue the Recapitalization Transaction unless a more value-maximizing Sale Transaction materializes with a third party prior to the Sale Transaction Notice Deadline (as defined herein). The Debtors' goal from the outset of these Chapter 11 Cases has been to maximize value for all stakeholders on the most expeditious timeline possible. Accordingly, while the Plan

contemplates the Recapitalization Transaction as the baseline transaction by which holders of claims should evaluate the Plan, the Debtors continue to engage with multiple bidders, and therefore, the Debtors may “toggle” to a Sale Transaction if a higher or otherwise better Sale Transaction materializes prior to the Sale Transaction Notice Deadline. If the Debtors “toggle” to a Sale Transaction pursuant to the Plan, the Debtors will file and serve a notice of such Sale Transaction by the Sale Transaction Notice Deadline that includes the identity of the successful bidder, as well as estimated recoveries with respect thereto for Holders of Class Three First Lien Claims (the “Estimated Recoveries”). If the Debtors do not “toggle” to a Sale Transaction, then by the Sale Transaction Notice Deadline, the Debtors will file and serve a notice of Estimated Recoveries for Holders of Class Three First Lien Claims under the Recapitalization Transaction.

Under the Recapitalization Transaction: (i) Holders of First Lien Claims shall receive their *pro rata* share of 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan, (ii) Holders of General Unsecured Claims shall receive their *pro rata* share of the GUC Trust Net Assets, and (iii) all DIP Claims shall be converted on the Effective Date on a dollar-for-dollar basis into New Takeback Facility Loans (unless such DIP Claims are paid in full in cash). The Recapitalization Transaction would deleverage Cyxtera’s prepetition indebtedness by more than \$950 million and provide Cyxtera with enhanced flexibility to invest in its business.

If the Plan “toggles” to a Sale Transaction, then under a Sale Transaction: (i) Holders of First Lien Claims shall receive their *pro rata* share of the Distributable Consideration, (ii) Holders of General Unsecured Claims shall receive their *pro rata* share of the GUC Trust Net Assets, and (iii) Holders of DIP Claims shall receive payment in full in Cash or, with the consent of the Required Consenting Term Lenders, such other treatment rendering such Allowed DIP Claims Unimpaired.

Since the appointment of the Committee on June 21, 2023 [Docket No. 133], the Debtors have devoted significant time and resources to providing diligence and engaging with the Committee and its advisors to bring them up to speed on the developments in the Debtors’ Chapter 11 Cases. The Debtors have been particularly diligent regarding certain key issues regarding the DIP Facility and the Plan—in the days and weeks immediately following the Committee’s appointment, the Debtors and the Committee engaged in constant dialogue regarding certain key issues including the establishment of an escrow account for certain “stub” rent amounts, the scope of DIP liens, implications, and potential impact of a Sale Transaction.

Discussions with the Committee have been, and continue to be, constructive. On September 22, 2023, the Debtors, the Committee, and the Required Consenting Term Lenders reached an agreement regarding the Committee’s potential challenges under the Final DIP Order and the Committee’s potential objection to the Disclosure Statement. The resolution with the Committee is reflected in the Plan and provides substantial value to Holders of General Unsecured Claims in the form of GUC Trust Assets of \$8.65 million in Cash. Accordingly, the Committee is supportive of the Plan and recommends that Holders of Class 4 General Unsecured Claims vote in favor of the Plan.

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code

provides that a debtor may continue to operate its business and remain in possession of its property as a “debtor in possession.”

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court’s confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor (whether or not such creditor or equity interest holder voted to accept the plan), and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor’s liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims whose votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold and whether you held that Claim or Interest as of the Voting Record Date (*i.e.*, as of September 14, 2023). Each category of Holders of Claims or Interests, as set forth in Article III of the Plan pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, is referred to as a “Class.” Each Class’s respective voting status is set forth below:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Section 510 Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

D. What is the “toggle” feature of the Plan?

The Plan will implement the Recapitalization Transaction unless the Debtors, with the consent of the Required Consenting Term Lenders, pivot or “toggle” to a Sale Transaction that results from the Marketing Process and the Debtors’ ongoing negotiations with certain bidders. If the Debtors “toggle” to a Sale Transaction, Claims and Interests will receive the proposed treatment under the Plan for a Sale Transaction. As a result, Holders of Claims will receive recoveries under the Plan on a much quicker timeline than if the Plan did not include a “toggle” feature, which reduces expenses and permits the Debtors to emerge in either scenario on the expedited timeline currently contemplated.

A vote to accept the Plan is a vote to approve both the Recapitalization Transaction and a Sale Transaction. If the Debtors “toggle” to a Sale Transaction pursuant to the Plan, the Debtors will file and serve a notice of such Sale Transaction that includes the identity of the successful bidder, as well as Estimated Recoveries with respect thereto for Holders of Class Three First Lien Claims by the Sale Transaction Notice Deadline. If the Debtors do not “toggle” to a Sale Transaction, the Debtors will file and serve, by no later than the Sale Transaction Notice Deadline, a notice of Estimated Recoveries for Holders of Class Three First Lien Claims under the Recapitalization Transaction.

E. What is the Recapitalization Transaction under the Plan?

The proposed Plan contemplates that the Debtors will pursue a balance sheet recapitalization unless the Debtors, with the consent of the Required Consenting Term Lenders, determine that a Sale Transaction presents a higher and/or more value-maximizing opportunity. If the Recapitalization Transaction is consummated, more than \$950 million of the Debtors’ prepetition funded debt obligations would be eliminated—Holders of First Lien Claims would receive, in full and final satisfaction of their First Lien Claims, their *pro rata* share of 100 percent of the Reorganized Cyxtera’s New Common Stock, subject to dilution by a Management Incentive Plan, and Holders of General Unsecured Claims would receive their *pro rata* share of the GUC Trust Net Assets.

F. What is a Sale Transaction under the Plan?

As the Debtors pursue the Recapitalization Transaction, they will continue to engage with all parties regarding a sale of the Sale Package. Should a Sale Transaction materialize that proves more value maximizing, the Debtors will “toggle” and pursue such a sale.

In the event of a Sale Transaction, a Purchaser would purchase all or substantially all of the New Common Stock in exchange for the Purchase Price (such transaction, an “Equity Investment Transaction”) or all or substantially all of the Debtors’ assets (such transaction, an “Asset Sale”). If a Sale Transaction is consummated, Holders of First Lien Claims would receive, in full and final satisfaction of their First Lien Claims, their *pro rata* share of the Distributable Consideration, Holders of General Unsecured Claims would receive their *pro rata* share of the GUC Trust Net Assets, and Holders of the DIP Claims would receive payment in full in Cash or, with the consent of Required Consenting Term Lenders, such other treatment rendering Allowed DIP Claims Unimpaired in accordance with section 1124 of the Bankruptcy Code. Further, depending on the type of transaction, whether an Asset Sale or Equity Investment Transaction, either the Post-Effective Date Debtors or the Purchaser, as applicable, would operate the Debtors’ businesses after the Effective Date.

G. When will I be informed if the Debtors “toggle” to a Sale Transaction?

While the Debtors are pursuing the Recapitalization Transaction, the Debtors continue to engage with multiple bidders regarding a potential Sale Transaction. If the Debtors “toggle” to a Sale Transaction in accordance with the Plan and with the consent of the Required Consenting Term Lenders, the Debtors will file and serve a notice of such Sale Transaction that includes the identity of the successful bidder, as well as Estimated Recoveries thereunder, by no later than the Sale Transaction Notice Deadline.

The Sale Transaction Notice Deadline, which is seven days prior to the Voting Deadline, is the date by which the Debtors must determine, in their reasonable business judgment, and with the consent of the Required Consenting Term Lenders, whether they will “toggle” to a Sale Transaction. If the Debtors determine, prior to the Sale Transaction Notice Deadline, that a bid is more value-enhancing than the Recapitalization Transaction, and if the Debtors obtain the consent of the Required Consenting Term Lenders, the Debtors will “toggle” and file and serve a notice of Sale Transaction, informing Holders of

Claims and Interests of the successful bidder, whether the Sale Transaction is an Equity Investment Transaction or an Asset Sale, and of the Estimated Recoveries for Holders of Class Three First Lien Claims.

If the Debtors do not believe any proposed Sale Transaction would be more value-enhancing than the Recapitalization Transaction the Debtors will file and serve notice to Holders of Claims and Interests informing them that the Debtors will seek to confirm the Recapitalization Transaction and of the Estimated Recoveries for Holders of Class Three First Lien Claims under the Recapitalization Transaction.

H. What will I receive from the Debtors if the Plan is consummated?

The following chart provides a summary of the anticipated recovery to Holders of Claims or Interests under the Plan. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.⁴

SUMMARY OF EXPECTED RECOVERIES				
Class	Claim/Interest	Treatment of Claim/ Interest	Projected Allowed Amount of Claims	Estimated % Recovery
Class 1	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and at the option of the Debtors and the Required Consenting Term Lenders, either: (i) payment in full in Cash of its Allowed Other Secured Claim; (ii) Reinstatement of its Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; or (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.	\$40,000,000	100%
Class 2	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	\$0	100%

⁴ The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the Debtors' business operations and general economic conditions.

SUMMARY OF EXPECTED RECOVERIES				
Class	Claim/Interest	Treatment of Claim/ Interest	Projected Allowed Amount of Claims	Estimated % Recovery
Class 3	First Lien Claims	On the Effective Date, each Holder of a First Lien Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction of such Claim: (i) in the event of a Recapitalization Transaction, its <i>pro rata</i> share of 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan; or (ii) in the event of a Sale Transaction, its <i>pro rata</i> share of the Distributable Consideration (including, for the avoidance of doubt, the Residual Cash).	\$969,387,346.74 <i>plus</i> \$4,943,699.00 of letter of credit obligations	Unspecified ⁵
Class 4	General Unsecured Claims	Except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each Holder of a General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its <i>pro rata</i> share of the GUC Trust Net Assets.	\$80,000,000 - \$90,000,000	9.6% - 10.8%
Class 5	Section 510 Claims	On the Effective Date, all Section 510 Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510 Claims will not receive any distribution on account of such Section 510 Claims.	\$0	N/A
Class 6	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser, either: (i) Reinstated; or (ii) canceled or released without any distribution on account of such Claim.	N/A	0% or 100%
Class 7	Intercompany Interests	On the Effective Date, Intercompany Interests shall be, at the election of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser, either: (i) Reinstated; or (ii) canceled or released without any distribution on account of such Interests.	N/A	0% or 100%

⁵ As described herein, the Debtors continue to engage with multiple bidders with respect to a potential Sale Transaction. Because the Debtors do not want to prejudice the sale process by disclosing the estimated recoveries for First Lien Claims, such recovery is not estimated herein. The Plan is broadly supported by the Committee, Holders whose claims represent approximately 86 percent of the claims arising on account of obligations under the First Lien Credit Agreement, and the Consenting Sponsors. For more detail about the projected recovery on account of the First Lien Claims, please see Art. III.B.3 of the Plan and Article XI.F of this Disclosure Statement entitled, "Valuation."

SUMMARY OF EXPECTED RECOVERIES				
Class	Claim/Interest	Treatment of Claim/ Interest	Projected Allowed Amount of Claims	Estimated % Recovery
Class 8	Existing Equity Interests	On the Effective Date, all Existing Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of Interests shall receive no recovery or distribution on account of their Existing Equity Interests.	N/A	0%

I. What will I receive from the Debtors if I hold an Allowed Administrative Claim, DIP Claim, or a Priority Tax Claim?

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Receivables Program Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

1. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Claims, Professional Fee Claims, Receivables Program Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in Article II.A of the Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.** Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party by the Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

2. DIP Claims

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim: (i) in the event of a Recapitalization Transaction, either (a) the DIP Loan giving rise to such Allowed DIP Claim shall be refinanced by means of a cashless settlement whereby such DIP Loan shall be converted on a dollar-for-dollar basis into New Takeback Facility Loans in accordance with the DIP Documents and the New Takeback Facility Documents, and all collateral that secures the Obligations (as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall be reaffirmed, ratified, and shall automatically secure all [Obligations] (as defined in the New Takeback Facility Documents) under the New Takeback Facility Documents, subject to the priorities of liens and payment set forth in the New Takeback Facility Documents, or (b) such DIP Claim shall be paid in full in Cash; or (ii) in the event of a Sale Transaction, Holders of the DIP Claims shall receive payment in full in Cash or, with the consent of Required Consenting Term Lenders, such other treatment rendering Allowed DIP Claims Unimpaired in accordance with section 1124 of the Bankruptcy Code.

3. Professional Fee Claims

a. Final Fee Applications and Payment of Professional Fee Claims

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from funds held in the Professional Fee Escrow Account. The Post-Effective Date Debtors shall establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date.

b. Professional Fee Escrow Account

On the Effective Date, the Post-Effective Date Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors, without any further action or order of the Bankruptcy Court; *provided, however*, in the event of a Sale Transaction, any remaining amount in the professional Fee Escrow Account shall constitute Residual Cash and be distributable to Holders of Allowed First Lien Claims.

c. Professional Fee Amount

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a

Professional does not provide an estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional.

d. Post-Confirmation Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

4. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

5. Payment of Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date, and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses arising directly out of the implementation of the Plan and Consummation thereof without any requirement for review or approval by the Bankruptcy Court or for any party to File a fee application with the Bankruptcy Court.

6. Receivables Program Claims

All Receivables Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed by the Holder of a Receivables Program Claim and the applicable Debtor or Post-Effective Date Debtor, Allowed Receivables Program Claims will be satisfied in full in accordance with the terms of the Receivables Program Documents. On the Effective Date, or as soon as reasonably practicable thereafter, all fees and expenses incurred by the advisors to the parties to the Receivables Program shall be paid in full in Cash to the extent required under the Final Receivables Program Order.

J. Are any regulatory approvals required to consummate the Plan?

At this time, the Debtors are evaluating which, if any, regulatory approvals are required to consummate the Plan. To the extent any such regulatory approvals or other authorizations, consents, rulings, or documents are necessary to implement and effectuate the Plan, however, it is a condition precedent to the Effective Date that they be obtained. In the case of a Sale Transaction, a filing under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (and expiration or early termination of the waiting period thereunder) may be required as a condition precedent to any asset sale that exceeds the applicable size of the transaction threshold.

K. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their businesses. It is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the Plan.

L. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by “Confirmation,” “Effective Date,” and “Consummation?”

“Confirmation” of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to Holders of Allowed Claims will only be made on the date the Plan becomes effective—the “Effective Date”—or as soon as reasonably practicable thereafter, as specified in the Plan. “Consummation” of the Plan refers to the occurrence of the Effective Date. See Article VIII.B of this Disclosure Statement, entitled “Conditions Precedent to Confirmation and Consummation of the Plan,” for a discussion of conditions precedent to Confirmation and Consummation of the Plan.

M. What are the sources of Cash and other consideration required to fund the Plan?

If the Recapitalization Transaction or the Equity Investment Transaction is consummated, the Debtors shall fund distributions under the Plan, as applicable, with: (i) the issuance of New Takeback Facility Loans under the New Takeback Facility, (ii) the proceeds from the Equity Investment Transaction, (iii) the New Common Stock, (iv) the GUC Trust Net Assets, and (v) the Debtors’ Cash on hand.

If the Asset Sale is consummated, the Debtors shall fund distributions under the Plan with: (i) the proceeds from the Asset Sale, (ii) the GUC Trust Net Assets, (iii) the Debtors’ Cash on hand, and (iv) the proceeds of any Causes of Action retained by the Post-Effective Date Debtors.

N. Are there risks to owning the New Common Stock upon the Debtors’ emergence from chapter 11?

Yes. See Article IX of this Disclosure Statement, entitled “Risk Factors,” for a discussion of such risks.

O. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan, which objections potentially could give rise to litigation.

In the event that it becomes necessary to confirm the Plan over the rejection of certain Classes, the Debtors may seek confirmation of the Plan notwithstanding the dissent of such rejecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the “cramdown” provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. See Article XI.E of this Disclosure Statement, entitled “Confirmation Without Acceptance by All Impaired Classes.”

P. What is the Management Incentive Plan and how will it affect the distribution I receive under the Plan?

On or as soon as reasonably practicable following the Effective Date, the Post-Effective Date Debtors shall adopt and implement the Management Incentive Plan, which will provide that up to ten percent of the value of the New Common Stock as of the Effective Date, on a fully diluted basis, shall be issued in connection with the Management Incentive Plan on terms acceptable to the Required Consenting Term Lenders and the Debtors, and, in the event of an Equity Investment Transaction, the Purchaser. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

Q. Does the Plan preserve Causes of Action?

The Plan provides for the retention of all Causes of Action other than those that are expressly waived, relinquished, exculpated, released, compromised, or settled.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and the Post-Effective Date Debtors, as applicable, as of the Effective Date.

The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims,

and the Plan Administrator, if applicable, shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to Article IV.E of the Plan include any Claim or Cause of Action against a Released Party or Exculpated Party.

R. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan?

Yes, the Plan proposes to release the Released Parties and to exculpate the Exculpated Parties. The Debtors' releases, third-party releases, exculpation, and injunction provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts and were an essential element of the negotiations among the Debtors and their key constituencies in obtaining support for the Plan.

The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

You may choose to opt out of the Third-Party Release. If you opt out of the Third-Party Release, you will not receive a release.

IMPORTANTLY, THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTIES" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES: (I) ALL HOLDERS OF CLAIMS THAT VOTE TO ACCEPT THE PLAN AND (II) ALL OTHER HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT (1) VALIDLY OPT OUT OF THE RELEASES CONTAINED IN THE PLAN OR (2) FILE AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN BY THE PLAN OBJECTION DEADLINE. THE RELEASES ARE AN INTEGRAL ELEMENT OF THE PLAN.

Based on the foregoing, the Debtors believe that the releases, exculpation, and injunction provisions in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Third Circuit. Moreover, the Debtors will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The release, exculpation, and injunction provisions that are contained in the Plan are copied in pertinent part below.⁶

⁶ Release provisions subject to ongoing review, including as part of the Special Committee's Independent Investigation.

1. Release of Liens

Except as otherwise provided in the New Takeback Facility Documents, the Plan, the Confirmation Order, the Purchase Agreement (if applicable), or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Post-Effective Date Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

2. Releases by the Debtors

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors, their Estates, and, if applicable, the Post-Effective Date Debtors and the Plan Administrator, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, the Post-Effective Date Debtors, or the Plan Administrator), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, their Estates, the Post-Effective Date Debtors, if applicable, the Plan Administrator, if applicable, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational

Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interests of the Debtors and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Debtors' Estates, or, if applicable, the Post-Effective Date Debtors or the Plan Administrator, asserting any Claim or Cause of Action released pursuant to the Debtor Release.

3. Releases by Holders of Claims and Interests

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

4. Exculpation

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising prior to the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Plan and related agreements, instruments, and other documents, the New Takeback Facility Documents, the Receivables Program Documents, and all other Definitive Documents, the solicitation of votes for, or Confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, if applicable, in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

5. Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the

property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.F of the Plan.

For more detail, see Article VIII of the Plan, entitled “Settlement, Release, Injunction, and Related Provisions,” which is incorporated herein by reference.

S. When is the deadline to vote on the Plan?

The Voting Deadline is October 26, 2023, at 4:00 p.m. (prevailing Eastern Time).

T. How do I vote on the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballot distributed to Holders of Claims that are entitled to vote on the Plan (the “Ballot”). For your vote to be counted, the Ballot containing your vote must be properly completed, executed, and delivered as directed so that it is **actually received** by the Debtors’ claims, noticing, and solicitation agent, Kurtzman Carson Consultants LLC (the “Claims and Noticing Agent”) **on or before the Voting Deadline, i.e., October 26, 2023, at 4:00 p.m., prevailing Eastern Time.** See Article X of this Disclosure Statement, entitled “Solicitation and Voting Procedures,” for additional information.

U. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. The Confirmation Hearing will be scheduled by the Bankruptcy Court, and all parties in interest will be served notice of the time, date, and location of the Confirmation Hearing once scheduled. The Confirmation Hearing may be adjourned from time to time without further notice.

V. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

W. What is the effect of the Plan on the Debtors' ongoing businesses?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code or pursuing a going-concern sale. As a result, the occurrence of the Effective Date means that the Debtors will *not* be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is a date that is the first Business Day after the Confirmation Date on which (1) no stay of the Confirmation Order is in effect and (2) all conditions to Consummation have been satisfied or waived (*see* Article IX of the Plan). On or after the Effective Date, and unless otherwise provided in the Plan, the Post-Effective Date Debtors may operate their businesses and, except as otherwise provided by the Plan, may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

X. Will any party have significant influence over the corporate governance and operations of the Post-Effective Date Debtors?

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Cyxtera shall expire, and, if applicable, the members for the initial term of the New Board shall be appointed; *provided*, that the disinterested directors of Cyxtera, comprising the special committee of Cyxtera's Board, shall retain authority following the Effective Date with respect to matters relating to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The disinterested directors of Cyxtera shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Post-Effective Date Debtors, the Purchaser, or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. In the event of a Recapitalization Transaction or an Equity Investment Transaction, each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors. The members of the New Board shall be chosen by the Debtors or the Post-Effective Date Debtors, subject to the applicable terms of the RSA, and, if applicable, the Purchase Agreement.

Y. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' Claims and Noticing Agent, Kurtzman Carson Consultants LLC, via one of the following methods:

By regular mail, hand delivery, or overnight mail at:
Cyxtera Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

By electronic mail at:
<https://www.kccllc.net/cyxtera/inquiry>

By telephone (toll free) at:
877-726-6510 (domestic) or 424-236-7250 (international) and request to speak with a member of the Solicitation Team.

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Claims and Noticing Agent at the address above or by downloading the documents from the Debtors' restructuring website at <https://www.kccllc.net/cyxtera> (free of charge) or via PACER at <https://www.pacer.gov> (for a fee) upon filing.

Z. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe that the Plan provides for a greater distribution to the Debtors' creditors than would otherwise result from any other available alternative. The Debtors believe that the Plan is in the best interest of all Holders of Claims or Interests, and that any other alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan. A Recapitalization Transaction will significantly delever the Debtors' balance sheet, and a Sale Transaction, if any, will only allow for a higher or otherwise better recovery. Either a Recapitalization Transaction or a Sale Transaction will allow for a quick confirmation by no later than November 6, 2023.

AA. Who Supports the Plan?

The Plan is supported by the Debtors, the Committee, and the Holders of 86 percent of the claims arising on account of obligations under the First Lien Credit Agreement (the "Consenting Lenders"), and the Holders of Existing Equity Interests that are signatories to the RSA or any subsequent Holder of Existing Equity Interests that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such (the "Consenting Sponsors", and together with the Consenting Lenders, the "Consenting Stakeholders").

IV. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. Cyxtera's Business Operations and Services

1. The Company's Products and Services

Cyxtera's global data center platform provides speed, scale, and agility for its customers' business demands by offering a complete suite of space, power, interconnection, bare metal, and remote management solutions. Cyxtera's software-defined platform and highly interconnected ecosystem provides enterprises with the foundation they need to compete in today's digital world. Over 90 percent of Cyxtera's revenue is derived from recurring, fixed term customer contracts. Cyxtera's primary service and product offerings are described below.

Colocation. (83 percent of revenue in 2022). Cyxtera offers retail colocation services in approximately sixty high-quality, highly-connected data centers on three continents. The Company's colocation services provide customers space and power in reliable, redundant, and secure data centers to host their critical applications and workloads in an integrated ecosystem. Colocation space and power services are offered under fixed-duration contracts (typically three years) and generate monthly recurring revenue. Colocation services are highly customizable and can range from a standard colocation rack or cabinet to a custom-designed cage, rack layout, and rack elevation, in addition to structured cabling solutions.

In certain of its locations, Cyxtera also offers smart cabinets ("SmartCabs"), which are on-demand, dedicated colocation cabinets, complete with built-in power and integrated, configurable, core network fabric. SmartCabs allow customers to instantly deploy and dynamically configure their end-to-end colocation infrastructure in a cloud-like model with direct access to a robust ecosystem of technology and service providers, enabling customers to achieve rapid connectivity without requiring them to bring in additional network hardware.

Interconnection. (11 percent of revenue in 2022). Cyxtera enables enterprises to reap the benefits of fast networks, high-performance connections, and efficient, multi-network cloud-connect solutions by offering direct interconnection capabilities to global-reaching networks and major cloud providers. By providing direct connectivity to every major cloud provider through virtual and physical connections, Cyxtera eliminates the volatility of the public internet, enabling enterprises to reduce network costs, increase bandwidth, and improve network performance and reliability.

Cyxtera's densely connected global data center footprint can be provisioned through Cyxtera's "Digital Exchange," which is Cyxtera's connected data center fabric that allows enterprises to deploy their information technology infrastructure on-demand. These offerings provide customers (i) the ability to establish fast, convenient, affordable, and highly reliable connections to their preferred network of service providers, (ii) low latency public cloud entry points that connect customers to other carriers, content providers, cloud providers, financial exchanges, and other enterprise customers, and (iii) a wide range of technology and network service providers and business partners. Interconnection services are offered on month-to-month contract terms and generate monthly recurring revenue.

Enterprise Bare Metal. (1 percent of revenue in 2022). For customers that do not own their own servers and other information technology equipment, Cyxtera Enterprise Bare Metal provides customers with on-demand access to Cyxtera-owned servers and information technology infrastructure that allows customers to consume Cyxtera's data center services in a cloud-like fashion. Cyxtera's fully automated platform also enables customers to seamlessly connect to partner services, including single-tenant, private bare metal servers from NVIDIA, Nutanix, Fujitsu, HPE and Dell. Enterprise Bare Metal services are offered under fixed duration contracts and generate monthly recurring revenue.

Deployment and Other Support Services. (5 percent of revenue in 2022). Cyxtera offers a variety of value-added services to help customers streamline data center deployment. These services include custom data center installation and set-up, access to secure cages and cabinets, integrated structured cabling solutions, and the ability to deliver a turnkey environment. Deployment services are one-time in nature and generally billed at the time of completion or delivery. Cyxtera provides these services through a team of industry-recognized professionals that are available 24-7 to assist customers with routine management of their environments, such as server reboots, telecommunications support, equipment racking and stacking, operating system loading, and backups of critical data. These support services can be consumed on an ad hoc basis or in pre-paid blocks, in each case generating non-recurring revenue. Customers can also elect to purchase recurring monthly blocks of support hours, which generate monthly recurring revenue.

2. The Company's Broad Global Presence

Cyxtera provides its colocation and related solutions to its customers through the operation of its approximately sixty data centers, the majority of which are leased. Cyxtera's data center platform has a global footprint with data centers located in twenty-three large metropolitan areas in North America, Europe, and Asia. These data centers are in proximity to major business and financial hubs, core clusters of connectivity, and a wide range of data center customers, including a diverse collection of global enterprises and leading hyperscale cloud providers, positioning Cyxtera for continued growth.

3. The Company's Customers

Cyxtera has more than 2,300 customers across all major industry verticals, including: (i) retail; (ii) transport and logistics; (iii) manufacturing and natural resources; (iv) healthcare; (v) business services; (vi) media and content; (vii) banking and securities, (viii) network service providers; and (ix) cloud and information technology services. Cyxtera's customer base comprises approximately 90 percent private and public industry leading enterprises that generate at least one billion dollars in revenue and/or have more than one thousand employees, and 10 percent small businesses. Cyxtera has a diverse customer mix with 10 percent of its revenue generated by its largest customer, Lumen, 32 percent of its revenue generated by its top twenty customers (excluding Lumen), and the remaining 58 percent of its revenue generated by all other customers.⁷ Cyxtera's customers are long-tenured with many of its top twenty customers having contracted with Cyxtera for at least sixteen years, dating back to Cyxtera's prior ownership. Additionally, approximately 30 percent of Cyxtera's customers are deployed in more than one data center.

The Company generates its customer base through promotions and specials for existing and new customers, as well as through a channel-led sales model that leverages third-party partners located around the world to engage in referrals, resales, or strategic alliances with respect to the Cyxtera's products and services. On average, direct sales to end-users make up approximately 75 percent of the Company's total bookings. The Company generates these direct sales using Cyxtera-employed salespersons and sales agents who offer certain promotions and special incentives. Indirect sales and promotions via channel partners make up approximately 25 percent of total bookings.

B. Corporate History

Cyxtera was founded in 2017 by affiliates of private equity firms BC Partners and Medina Capital for the purpose of acquiring Lumen's data center and colocation business.⁸ The Lumen data center portfolio consisted of high-quality, strategically located, and well-maintained data center assets that were under-optimized as a relatively small business unit within a large telecommunications carrier focused on its core networking business. Cyxtera's founders therefore saw an opportunity to transform Lumen's assets into a next-generation carrier-neutral global data center platform under a proven data center management team.

On May 1, 2017, with the completion of the acquisition, and in combination with Medina Capital's security and data analytics colocation business, Cyxtera was born. The Cyxtera management team took the underutilized assets and improved the business by developing Cyxtera's existing infrastructure through strategic investments in the platform, including by adding sellable capacity based on customer demand, broadening the scope of Cyxtera's interconnection offerings to further drive the carrier-neutral advantages

⁷ Based on 2022 revenue.

⁸ Lumen retained an equity stake in the Company following the transaction and currently holds approximately 6.4 percent of Cyxtera Technologies' equity.

of the platform, adding new service provider developments, and developing innovative bare-metal offerings.

On November 14, 2019, Starboard Value Acquisition Corp. (“SVAC”) was incorporated in Delaware as a special purpose acquisition vehicle (or SPAC) for the purpose of effectuating a merger, capital stock exchange, asset acquisition, or other business combination with one or more businesses. On September 14, 2020, SVAC completed its initial public offering (“IPO”) on the Nasdaq stock exchange (NASDAQ: SVAC), issuing approximately thirty-six million units of class A common stock at \$10.00 per unit. Simultaneously with the closing of the IPO, SVAC completed a private placement of an aggregate of 6,133,333 warrants to SVAC Sponsor LLC, at a purchase price of \$1.50 per warrant.

On February 21, 2021, SVAC entered into subscription agreements with Fidelity Management & Research Company LLC and clients of Starboard Value LP (collectively, the “PIPE Investors”), pursuant to which, among other things, SVAC agreed to issue and sell in a private placement, an aggregate of twenty-five million shares of Class A common stock to the PIPE Investors, for a purchase price of \$10.00 per share (the “PIPE Investment”). On July 29, 2021, SVAC consummated its business combination (the “de-SPAC”) with Cyxtera Technologies, Inc. (now known as Cyxtera Technologies, LLC) (“Legacy Cyxtera”). As a result of the de-SPAC, Legacy Cyxtera became a wholly-owned subsidiary of SVAC and SVAC changed its name to Cyxtera Technologies, Inc (NASDAQ: CYXT). Upon completion of the de-SPAC, the Company received proceeds of approximately \$654 million, including \$250 million on account of the PIPE Investment. The proceeds of the de-SPAC, including the PIPE Investment, were used for general corporate purposes, retirement of certain outstanding funded indebtedness, and payment of expenses incurred in connection with the de-SPAC.

Since the de-SPAC, Cyxtera has continued to grow its business. Throughout 2021 and 2022, Cyxtera announced various strategic industry partnerships to help expand its services. Today, Cyxtera’s platform consists of over 40,000 physical and virtual cross-connects, more than 300 network service providers, more than 1,400 networks, and offers low latency connectivity to major public cloud zones from virtually all of its data centers.

a. Term Loan Facilities

The Debtors are party to a first lien term loan credit facility under that certain first lien credit agreement dated as of May 1, 2017 (as amended by that first amendment dated as of April 30, 2018, as further amended by that certain second amendment, dated as of December 21, 2018, as further amended by that certain third amendment, dated as of May 13, 2019, as further amended by that certain fourth amendment, dated as of May 7, 2021, as further amended by that certain fifth amendment, dated as of July 6, 2021, as further amended by Amendment No. 6 (as defined herein), dated as of March 14, 2023, as further amended by Amendment No. 7 (as defined herein), dated as of May 2, 2023, as further amended by Amendment No. 8 (as defined herein), dated as of May 4, 2023, and as may be further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time) (the “First Lien Credit Agreement”), by and between Cyxtera DC Holdings, Inc. (the “Borrower”), Cyxtera DC Parent Holdings, Inc. (“Holdings”), Cyxtera Communications, LLC (“Cyxtera Communications”), and Cyxtera Data Centers, Inc. (together with Cyxtera Communications and Holdings, the “Guarantors”), the first lien lenders from time to time party thereto (the “First Lien Lenders”), and Citibank, N.A., as administrative agent and collateral agent. Pursuant to the First Lien Credit Agreement, the Debtors obtained credit facilities of up to \$1.275 billion consisting of: (i) a \$150 million first lien multi-currency revolving credit facility (the “Revolving Credit Facility”); and (ii) an \$815 million first lien term loan facility (the “2017 First Lien Term Facility”). On May 13, 2019, the Debtors borrowed an additional \$100 million in incremental first lien term loans under the First Lien Credit Agreement (the “2019 First Lien Term Facility” and together with the 2017 First Lien Term Facility, the “Term Loan Facilities”).

The Term Loan Facilities mature on May 1, 2024, and are secured by liens on the collateral on a senior priority basis by substantially all of the Debtors’ equity interests and material real property. As of the Petition Date, an aggregate amount of approximately \$871.1 million in unpaid principal and accrued but unpaid interest is outstanding under the Term Loan Facilities.

b. Revolving Credit Facility

The First Lien Credit Agreement also provides the Debtors with a first lien, multi-currency Revolving Credit Facility. As of the Petition Date, the Revolving Credit Facility borrowing base was \$102.1 million with \$4.9 million letters of credit outstanding. Pursuant to Amendment No. 6, the Debtors requested, among other things, that the Revolving Credit Facility be extended and, in connection with such extension, the Debtors agreed to reduce the aggregate extended revolving commitments by 15 percent. The Revolving Credit Facility matures on April 2, 2024, and is secured by liens on the collateral on a senior priority basis by substantially all of the Debtors’ equity interests and material real property. As of the Petition Date, an aggregate of approximately \$98.3 million in unpaid principal and accrued but unpaid interest is outstanding under the Revolving Credit Facility.

c. Bridge Facility

On May 4, 2023, and in connection with entry into the Restructuring Support Agreement, the Borrower, Holdings, and the other loan parties and lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent for such lenders entered into a first lien priority credit agreement that provided up to \$50 million in new first lien term loans pursuant to the Bridge Facility. The guarantors under the Bridge Facility include the Guarantors under the First Lien Credit Agreement, in addition to Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Digital Services, LLC, Cyxtera Technology UK Limited, and Cyxtera UK TRS Limited.

The Bridge Facility is senior in right of payment to outstanding borrowings under the Term Loan Facilities and is secured on a *pari passu* basis with respect to all collateral securing the Term Loan Facilities.

The Bridge Facility matures on the earliest of (i) May 1, 2024, (ii) the date on which the obligations under such facility become due and payable pursuant to the terms of the Bridge Facility, (iii) the effective date of the Debtors' chapter 11 plan, and (iv) the date of consummation of a sale of all or substantially all of any loan party's assets under Section 363 of the Bankruptcy Code. As of the Petition Date, an aggregate amount of approximately \$50.5 million in obligations, including unpaid principal, accrued but unpaid interest, and escrowed but undrawn proceeds, was outstanding under the Bridge Facility, all of which was "rolled up" on a dollar-for-dollar basis into postpetition superpriority obligations under the DIP Facility pursuant to the Interim and Final DIP Orders.

d. The Receivables Program

In 2020, the Company formed a wholly owned bankruptcy remote special purpose entity, Cyxtera Receivables Holdings, LLC ("Cyxtera Receivables Holdings"), to continuously receive, either through the purchase or the contribution of, trade receivables generated by Cyxtera Communications, LLC and Cyxtera Federal Group Inc. on account of their business operations (together, the "Originators," and the trade receivables the Originators generate, the "Receivables") pursuant to that certain purchase and sale agreement, dated as of August 31, 2022 (as the same may be amended, amended and restated, or otherwise modified from time to time) (the "Purchase and Sale Agreement"). Accordingly, pursuant to the Purchase and Sale Agreement, the Originators may either sell or contribute Receivables to Cyxtera Receivables Holdings on a daily basis at a fair market discount. Where a Receivable is sold to Cyxtera Receivables Holdings, Cyxtera Receivables Holdings makes certain payments to the Originators, payable at any time upon demand by the Originators, subject to the availability of funds by Cyxtera Receivables Holdings. Such transactions are either a true sale or an absolute contribution and conveyance of the Receivable by the Originators to Cyxtera Receivables Holdings, providing Cyxtera Receivables Holdings with the full benefits of ownership of the Receivables.

Further, Cyxtera Receivables Holdings, as seller, Cyxtera Communications, as Servicer, PNC Bank, National Association ("PNC Bank"), as Administrative Agent, and PNC Capital Markets LLC, as Structuring Agent, are each party to that certain receivables purchase agreement, dated as of August 31, 2022 (as the same may be amended, amended and restated, or otherwise modified from time to time) (the "Receivables Purchase Agreement," and, together with the Purchase and Sale Agreement, the "Receivables Program"). Pursuant to the Receivables Purchase Agreement, upon request by Cyxtera Receivables Holdings, PNC Bank makes capital investment payments to Cyxtera Receivables Holdings, subject to certain restrictions.

In consideration for PNC Bank's agreement to make such capital investment payments, Cyxtera Receivables Holdings, on the date of each investment payments, sells, assigns, or transfers to PNC Bank, all of Cyxtera Receivables Holdings' newly acquired rights, title, and interest in, to, and under the Receivables designated as sold, including all proceeds and collections with respect thereto. Cyxtera Receivables Holdings then designates certain of the Receivables to be sold by Cyxtera Receivables Holdings to PNC Bank and Cyxtera Receivables Holdings grants a security interest in any remaining, unsold Receivables to PNC Bank as collateral. Additionally, Cyxtera Receivables Holdings makes certain servicing fee payments to PNC Bank of 1.00 percent per annum based on the daily average aggregate outstanding principal balance of the then outstanding Receivables transferred to Cyxtera Receivables Holdings, as well as certain other yield and fee payments.

The Receivables Program is a critical component of the Debtors' liquidity position and serves as a material source of day-to-day operating liquidity for the Debtors. The Originators are responsible for generating approximately 95 percent of the Debtors' annual receivables. As such, if the Receivables Program were forced to cease, the Debtors would lose access to much of their revenue collections until PNC Bank's outstanding capital funded to Cyxtera Receivables Holdings were to be repaid (such "capital"

is analogous to the outstanding principal of a loan made by PNC Bank to Cyxtera Receivables Holdings), a figure totaling \$37.5 million dollars.

e. Equity

Cyxtera Technologies' certificate of incorporation authorizes the board of directors to issue 500 million shares of Class A common stock ("Common Shares") and 10 million shares of preferred stock ("Preferred Shares"). Approximately 180 million Common Shares are outstanding as of the Petition Date. The Common Shares trade on the Nasdaq under the ticker symbol "CYXT." To date, Cyxtera has not issued any Preferred Shares.

V. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. The Precipitous Rise in Interest Expense Undermines Liquidity

In recent years, Cyxtera has continued its strong operating performance, stable revenue growth, and low customer churn. In 2021 and 2022, Cyxtera met or exceeded its revenue guidance as of the de-SPAC transaction. Unfortunately, the de-SPAC transaction coincided with a rapid increase in inflation. In January 2021, the year-over-year change in the Consumer Price Index ("CPI") in the United States stood at approximately 1.4 percent.⁹ By the time the de-SPAC closed, CPI in the United States had grown to approximately 5.4 percent, far ahead of the Federal Reserve's 2 percent inflation target.¹⁰ This number ultimately peaked at over 9 percent in June 2022, and inflation remains elevated today.¹¹

The Federal Reserve responded to this inflationary environment by aggressively raising interest rates. As a result, beginning in mid-2022, the interest expense on Cyxtera's funded debt more than doubled and began to significantly undermine liquidity, despite core business performance remaining strong. The annualized interest expense on the Debtors' funded debt facilities, all of which are variable interest rate facilities, rose from \$35.9 million as of March 31, 2022 to \$75.7 million as of March 31, 2023, calculated based on the balances and rates prevailing at the end of each quarter. This rise in inflation and interest rates coincided with impending maturities under the Company's funded debt—the Revolving Credit Facility was scheduled to mature on November 1, 2023, and the Term Loan Facilities on May 1, 2024. Therefore, a regular-way refinancing, something that likely would be justified by the core business performance, was not feasible.

During this period, the Company attempted to offset its escalating interest costs with operational improvements aimed at increasing occupancy at existing data centers, deploying capital efficient growth strategies, and optimizing its organizational structure. Despite these measures, the continued strain on the

⁹ U.S. Dep't of Labor, Bureau of Labor Statistics, Consumer Price Index - January 2021 (Feb. 10, 2021, 8:30 AM), https://www.bls.gov/news.release/archives/cpi_02102021.pdf.

¹⁰ U.S. Dep't of Labor, Bureau of Labor Statistics, Consumer prices up 5.4 percent in 12 months ended July 2021 (Aug. 16, 2021), <https://www.bls.gov/opub/ted/2021/consumer-prices-up-5-4-percent-in-12-months-ended-july-2021.htm#:~:text=Over%20the%2012%20months%20ended,over%20the%20last%2012%20months>.

¹¹ U.S. Dep't of Labor, Bureau of Labor Statistics, Consumer prices up 9.1 percent over the year ended June 2022, largest increase in 40 years, (July 18, 2022), <https://www.bls.gov/opub/ted/2022/consumer-prices-up-9-1-percent-over-the-year-ended-june-2022-largest-increase-in-40-years.htm#:~:text=SUBSCRIBE-Consumer%20prices%20up%209.1%20percent%20over%20the%20year%20ended%20June,largest%20increase%20in%2040%20years&text=Over%20the%2012%20months%20endedUrban%20Consumers%20increased%209.1%20percent>.

balance sheet due to rising interest rates and Cyxtera's substantial debt service obligations continued to diminish Cyxtera's liquidity.

B. Pursuit of All Reasonable Alternatives

The Company was proactive in seeking to address its balance sheet issues. Throughout 2022, the Company worked with advisors to explore interest in an acquisition of the Company or an investment in connection with a financing or refinancing transaction. However, in large part due to the Company's mounting capital structure challenges and market volatility, the process did not result in any actionable proposals.

In November 2022, the Company retained Kirkland as counsel, and in December 2022, the Company retained Guggenheim Securities to assist in exploring various alternatives for its capital structure, including amending and/or refinancing its Term Loan Facilities and raising equity capital. With respect to the capital raise, the Company, with the assistance of Guggenheim Securities, explored such transaction with, among others, the Company's three largest equity holders. And, in connection with its refinancing efforts, the Company, with the assistance of Guggenheim Securities, also considered a comprehensive amend and extend transaction with respect to its Term Loan Facilities and commenced discussions with the Ad Hoc Group with respect to such transactions.

The Company also focused its efforts on extending the near-term Revolving Credit Facility maturity on November 1, 2023. Failure to address this upcoming maturity could have given rise to a going concern qualification in the Company's audited financial statements due March 16, 2023. Receiving a going concern qualification would have caused significant harm by disrupting the Company's day-to-day business operations and potentially resulting in an event of default under the Company's Term Loan Facilities. On March 14, 2023, the Company successfully negotiated an extension of the maturity date under the Revolving Credit Facility to April 2, 2024, pursuant to that certain sixth amendment to the First Lien Credit Agreement ("Amendment No. 6"). Although the extension bought Cyxtera essential breathing room, more comprehensive restructuring measures needed to be taken in light of continued liquidity deterioration and a major looming maturity wall in spring 2024.

On March 25, 2023, the Company hired AlixPartners as restructuring advisor to assist with its restructuring efforts. The Company, with the assistance of its advisors continued to engage with the Ad Hoc Group and certain other key prepetition stakeholders on the terms of a more comprehensive solution. As part of these discussions, the Company explored the possibility of implementing a consensual restructuring or sale transaction on an out-of-court basis, pivoting to an in-court chapter 11 process, or pursuing both alternatives simultaneously. With respect to the possibility of an in-court process, the Company evaluated tools that could be utilized to enhance its operational performance, including the rejection of undesirable leases and contracts.

In parallel, on March 27, 2023, the Company, with the assistance of Guggenheim Securities, launched a marketing process to engage potential interested parties concerning a sale or investment transaction with the Company. While the marketing process was underway, the Company and the Ad Hoc Group continued to negotiate a broader restructuring deal to be memorialized in a restructuring support agreement.

Prior to the Petition Date, the board of directors of Cyxtera Technologies, Inc. (the "Board") unanimously adopted resolutions (a) appointing Fred Arnold, Roger Meltzer, and Scott Vogel as disinterested directors of the Board, and (b) appointing Messrs. Arnold, Meltzer, and Vogel as the sole members of a Special Committee of the Board (the "Special Committee"). The Special Committee was delegated sole authority on all matters related to consideration and negotiation of a restructuring, reorganization, or other transaction ("Transaction"). In addition, the Board delegated sole authority to the

Special Committee to conduct an independent investigation with respect to: (a) matters related to a Transaction in which a conflict of interest exists or is reasonably likely to exist between Cyxtera, on the one hand, and any Related Party,¹² on the other hand (the “Conflict Matters”); (b) whether any matter constitutes a Conflict Matter; and (c) potential claims or causes of action of the Debtors, if any, against the Related Parties (collectively, the “Independent Investigation”). In connection with this delegation, the Special Committee has been conducting an independent investigation with respect to the Independent Investigation, which will remain ongoing until Confirmation to ensure that the Independent Investigation is comprehensive.

In late April 2023, the Company opted to utilize the five business-day grace period (the “Grace Period”) permitted under the First Lien Credit Agreement with respect to the interest payment due on April 25, 2023. The Company utilized the Grace Period to continue to engage in discussions with the Ad Hoc Group around the terms of a restructuring support agreement and bridge financing solution. The Company ultimately negotiated and entered into a seventh amendment to the First Lien Credit Agreement (“Amendment No. 7”), under which the lenders refrained from exercising their rights and remedies under the First Lien Credit Agreement as a result of the missed interest payment until May 4, 2023, at 5:00 p.m. (prevailing Eastern time).

Following entry into Amendment No. 7, the Company, with the assistance of its Advisors worked around the clock with the Ad Hoc Group to finalize a restructuring support agreement and obtain financing necessary to fund operations prior to the filing of these chapter 11 cases. On May 4, 2023, after extensive, arm’s-length negotiations, the Debtors and the Ad Hoc Group entered into the RSA, attached hereto as **Exhibit B**, by and between the Debtors, the Consenting Lenders that, at the time, held approximately 64 percent of the First Lien Claims, and the Consenting Sponsors.¹³ The RSA contemplated a two-phase toggle approach whereby the Company would continue its out-of-court Marketing Process in pursuit of a Sale Transaction or toggle to an in-court restructuring, pursuant to which the Company would continue to pursue the Marketing Process or, if such process does not maximize value for stakeholders, pursue a standalone recapitalization of its balance sheet (the “Recapitalization Transaction,” and together with the Sale Transaction, the “Restructuring Transactions”).

In connection with the Marketing Process, which remains ongoing, eighty-eight parties have been contacted. As of the date of the filing of this Disclosure Statement, the Company has executed forty-five non-disclosure agreements with potential investors and has received letters of intent from seven potential investors.

Concurrently with entry into the RSA, the Company entered into the Bridge Facility, which provided an incremental \$50 million in liquidity.¹⁴ The Bridge Facility offered the Company necessary breathing room for the parties to progress the Marketing Process while preparing for a possible in-court Recapitalization Transaction. Without the critical funding provided by the Bridge Facility, the Company

¹² As used herein, “Related Party” means the Company or any of its equityholders, affiliates, subsidiaries, directors, managers, officers, or other stakeholders.

¹³ Since the initial execution of the RSA on May 4, 2023, Holders of an additional 22 percent of First Lien Claims have signed the RSA, bringing the total support from Holders of First Lien Claims to 86 percent.

¹⁴ To facilitate the Company’s entry into the Bridge Facility, the Company also entered into an eighth amendment to the First Lien Credit Agreement (“Amendment No. 8”) with the First Lien Lenders wherein, among other changes, the First Lien Lenders agreed to amend the First Lien Credit Agreement to permit the Company to enter into the Bridge Facility. Relatedly, each of Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Digital Services, LLC, Cyxtera Technology UK Limited, and Cyxtera UK TRS Limited were joined as guarantors under the First Lien Credit Agreement such that the guarantors thereunder aligned with the guarantors under the Bridge Facility.

would have been unable to fulfill its interest payment obligations due on the 2017 First Lien Term Facility, while funding its operations.

On May 5, 2023, as contemplated by the RSA, Eric Koza of AlixPartners was engaged as Chief Restructuring Officer, and Raymond Li was engaged as Deputy Chief Restructuring Officer. Details regarding Mr. Koza's and Mr. Li's retention are described in the *Debtors' Application for Entry of an Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief* [Docket No. 173], which was approved by the Court on July 19, 2023 [Docket No. 300].

VI. MATERIAL DEVELOPMENTS AND ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

A. First Day Relief and Other Case Matters

On the Petition Date, the Debtors filed several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations. A brief description of each of the First Day Motions and the evidence in support thereof is set forth in the First Day Declaration. At a hearing on June 6, 2023, (the "First Day Hearing") the Bankruptcy Court granted all of the relief initially requested in the First Day Motions, and on June 29, 2023, and July 19, 2023, as applicable, the Bankruptcy Court granted certain of the First Day Motions on a final basis, including:¹⁵

- **Bar Date Motion:** Debtors' Motion for Entry of an Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief [Docket No. 172]. On June 19, 2023, the Court entered an Order approving the Bar Date Motion [Docket No. 298].
- **Critical Vendors Motion:** Debtors' Motion Seeking Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(b)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief [Docket No. 16]. On June 6, 2023, the Court entered an Order approving the Critical Vendors Motion on an interim basis [Docket No. 65], and on June 29, 2023, the Court entered an Order approving the Critical Vendors Motion on a final basis [Docket No. 182].
- **DIP Motion:** Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief [Docket No. 23]. On June 6, 2023, the Court entered an Order approving the DIP Motion on an interim basis

¹⁵ The First Day Motions, and all orders for relief entered in the Chapter 11 Cases, can be viewed free of charge at <https://www.kccllc.net/cyxtera>.

[Docket No. 70], and on July 19, 2023, the Court entered an Order approving the DIP Motion [Docket No. 297].

- **Foreign Representative Motion:** Debtors' Motion for Entry of an Order (I) Authorizing Cyxtera Technologies, Inc. to Act as Foreign Representative, and (II) Granting Related Relief [Docket No. 14]. On June 6, 2023, the Court entered an Order approving the Foreign Representative Motion [Docket No. 66].
- **Receivables Facility Motion:** Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief [Docket No. 23]. On June 6, 2023, the Court entered an Order approving the Receivables Facility Motion on an interim basis [Docket No. 68], and on July 19, 2023, the Court entered an Order approving the Receivables Facility Motion [Docket No. 295].

B. Appointment of Unsecured Creditors' Committee

On June 21, 2023, the U.S. Trustee filed the *Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 133] appointing the Committee. The five-member Committee has retained Pachulski Stang Ziehl & Jones LLP as its legal counsel and Alvarez and Marsal North America LLC as its financial advisor. The Committee includes the following entities:

- CBRE Investment Management;
- Iron Mountain Data Centers, LLC;
- Pivot Technology Services Corp.;
- Securitas Security Services USA, Inc.; and
- Menlo Equities.

Immediately after the Committee's appointment, the Debtors began sharing diligence with the Committee, which has been substantial. The Debtors have also proactively engaged the Committee regarding the key components of these Chapter 11 Cases, including the Sale Process, the Final DIP Order, and the substance of the Plan, which has been productive. As a result of such discussions, information transfer and dialogue between the Debtors and the Committee remains robust and ongoing.

On September 22, 2023, the Debtors, the Committee, and the Required Consenting Term Lenders reached an agreement regarding the Committee's potential challenges under the Final DIP Order and the Committee's potential objection to the Disclosure Statement. The resolution with Committee is reflected in the Plan and provides substantial value to Holders of General Unsecured Claims in the form of GUC Trust Assets of \$8.65 million in Cash. Accordingly, the Committee is supportive of the Plan, and recommends that Holders of Class 4 General Unsecured Claims vote in favor of the Plan.

C. Lease Rejections and Optimization

In preparation for the filing of these Chapter 11 Cases, and continuing on a postpetition basis, the Debtors, with the assistance of their advisors, undertook a comprehensive review of their lease portfolio, including an analysis of each of their data center locations and the associated revenues and expenses

attendant thereto. As a result of that analysis, the Debtors have determined in their business judgment that the costs incurred under certain leases constitute an unnecessary burden on the Debtors' Estates and that rejection of such leases would maximize the value of the Debtors' reorganized business. As of the date hereof, the Debtors have taken the following steps with respect to their lease rejection and optimization strategy.

- On June 8, 2023, the Debtors filed (i) the Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases, and (II) Granting Related Relief [Docket No. 79] (the "Rejection Procedures Motion," and the procedures contemplated thereby, the "Rejection Procedures"), through which the Debtors sought approval of certain procedures for rejecting or assuming executory contracts and unexpired leases; and (ii) the Debtors' Omnibus Motion Seeking Entry of an Order (I) Authorizing (A) the Rejection of Certain Unexpired Leases and (B) Abandonment of Certain Personal Property, If Any, Each Effective as of the Rejection Date and (II) Granting Related Relief [Docket No. 78] (the "First Omnibus Rejection Motion"), whereby the Debtors sought to reject two data center leases in Moses Lake, Washington as of June 4, 2023, and one data center lease in Halfweg, Netherlands as of September 6, 2023.
- On June 29, 2023, the Court entered Orders approving the Rejection Procedures Motion [Docket No. 186] and the First Omnibus Rejection Motion [Docket No. 184].
- On June 30, 2023, the Debtors filed a *Notice of Rejection of an Unexpired Lease* [Docket No. 190], pursuant to which the Debtors provided notice in accordance with the Rejection Procedures that they will reject one data center lease in Elk Grove Village, IL as of September 4, 2023, and abandon certain property therein (the "Elk Grove Rejection"). The Elk Grove Rejection became effective as of September 5, 2023 [Docket No. 487].
- On July 20, 2023, the Court entered the *Supplemental Order (I) Authorizing (A) the Rejection of Certain Unexpired Leases and (B) the Abandonment of Certain Personal Property, if any, Each Effective as of the Rejection Date and (II) Granting Related Relief* [Docket No. 302], which authorized the rejection of the Halfweg, Netherlands lease, as well as the abandonment of any property therein.
- On July 31, 2023, the Debtors filed a *Notice of Rejection of Certain Unexpired Leases* [Docket No. 348], pursuant to which the Debtors provided notice in accordance with the Rejection Procedures that they will reject two data center leases in Santa Clara, CA as of July 31, 2023. On August 11, 2023, the Court entered the *Second Order Approving the Rejection of Certain Unexpired Leases and the Abandonment of Certain Personal Property, if any* [Docket No. 415] rejecting the two Santa Clara, CA data center leases.

Further, on July 3, 2023, the Debtors filed an application [Docket No. 199] with the Bankruptcy Court requesting authorization to retain and employ Hilco Real Estate, LLC ("Hilco") to, among other things, represent the Debtors' interests in lease negotiations and strategic planning in connection with the lease optimization strategy, and on July 18, 2023, the Bankruptcy Court entered an order [Docket No. 291] approving the retention of Hilco as real estate consultant and advisor to the Debtors effective as of the Petition Date. As of the date hereof, Hilco continues to advise the Debtors on its lease optimization and rejection strategy.

D. Sale Process and Bidding Procedures

As described above, in March 2023, the Debtors, with the assistance of Guggenheim Securities, launched a comprehensive Marketing Process to engage interested third parties in a potential Sale Transaction. The Marketing Process ran in parallel with the Company's engagement with the Ad Hoc Group regarding the terms of a comprehensive restructuring transaction.

In connection with the Marketing Process, the Debtors, with the assistance of Guggenheim Securities, performed an initial outreach on a prepetition basis to approximately seventy-five financial and strategic parties to solicit interest in acquiring some or all of the assets and/or interests in the company. In total, the Debtors, with the assistance of Guggenheim Securities, have engaged with approximately eighty-eight potential financial and strategic parties (the "Potential Purchasers"). The Debtors also executed forty-five non-disclosure agreements with these Potential Purchasers, and seven Potential Purchasers submitted non-binding letters of intent.

On June 29, 2023, the Court entered the Bidding Procedures Order, authorizing the Debtors to, among other things, continue the Marketing Process postpetition, and, if necessary, to conduct an auction (the "Auction"). The Bidding Procedures also allow the Debtors flexibility with respect to the structure of a potential Sale Transaction. On July 10, 2023, pursuant to the Bidding Procedures Order, the Debtors received at least one non-binding written proposal (a "Proposal"). Upon review, and in consultation with the Committee and the Ad Hoc Group, the Debtors determined that they had received multiple acceptable Proposals from Acceptable Bidders. Accordingly, the Debtors extended the Marketing Process timeline in accordance with the Bidding Procedures, such that binding bids were to be submitted by no later than July 31, 2023. On July 31, 2023, and August 22, 2023, the Debtors filed the *Notices of Amended Sale Schedule* [Docket Nos. 353 and 450] modifying the sale schedule to provide the Debtors with additional time to complete their comprehensive sale process, to receive and evaluate bids, and, if necessary, to hold an Auction to determine the highest and otherwise best bid for the Sale Package and maximize value for the Debtors' stakeholders and their Estates. Consequently, final bids were due on August 18, 2023.

As described above, the Debtors have received multiple bids for the Sale Package, but none of these bids were Qualified Bids (as defined in the Bidding Procedures). The Debtors do not believe at this time that any of the bids received to date are more value-maximizing than the Recapitalization Transaction proposed under the Plan. Accordingly, on August 29, 2023, the Debtors filed a *Notice of Cancellation of Auction* [Docket No. 472] notifying parties-in-interest that the Debtors, in accordance with the Bidding Procedures Order and in consultation with the Ad Hoc Group and the Committee, had cancelled the Auction scheduled to occur on August 30, 2023. However, negotiations with certain bidders remain ongoing as of the filing of this Disclosure Statement, and the Plan provides flexibility for the Debtors to "toggle" to a Sale Transaction should one develop that is more value-maximizing than the Recapitalization Transaction.

E. Approval of the DIP Facility.

On July 19, 2023, the Bankruptcy Court entered an order [Docket No. 297] approving, on a final basis, the relief requested in the *Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "Final DIP Order"). The Final DIP Order approved, among other things, a superpriority senior secured term loan credit facility in the aggregate principal amount of \$200,468,511.87, consisting of: (i) a new money superpriority senior secured term loan credit facility in the principal amount of \$150 million, (ii) a "roll-up" superpriority term loan facility in the principal amount of \$36,468,511.87 (which includes accrued and unpaid interest as of the Petition Date on account of the Prepetition Priority Loans), and (iii) a

superpriority term loan facility in the principal amount of \$14 million that consisted of escrowed proceeds funded on account of the Bridge Facility.

The relief granted in the Final DIP Order incorporates the terms of a settlement with the Committee, which engaged in constructive dialogue with the Debtors with respect thereto. As a result of arm's-length, good faith negotiations in the days and weeks that immediately followed the Committee's appointment, the Debtors, the Ad Hoc Group, and the Committee reached a negotiated settlement on various issues relating to, among other things, an increase in the Committee's investigation budget, to \$250,000, additional reporting obligations in favor of the Committee, the agreement to negotiate a wind-down budget in good-faith in the event of a Sale Transaction, and establishing the priority in which the Debtors, the DIP Lenders, and the Prepetition First Lien Secured Parties liquidate, or seek recovery from, as applicable, the DIP collateral.

F. Bar Date Motion

On June 28, 2023, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 172] (the "Bar Date Motion"). On July 10, 2023, the Debtors filed their Schedules [Docket Nos. 213-243], and on July 19, 2023, the Court entered the *Order (I) Setting Bar Dates for Submitting Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing an Amended Schedules Bar Date and a Rejection Damages Bar Date, (III) Approving the Form, Manner, and Procedures for Filing Proofs of Claim, (IV) Approving Notice Thereof, and (V) Granting Related Relief* [Docket No. 298] (the "Bar Date Order"). Pursuant to the Bar Date Order, the last date for certain persons and entities to file Proofs of Claim in these Chapter 11 Cases was August 15, 2023, at 4:00 p.m. (prevailing Eastern Time) (the "General Claims Bar Date") and the last date for governmental units to file Proofs of Claim in the Debtors' Chapter 11 Cases is December 1, 2023, at 4:00 p.m. (prevailing Eastern Time). On July 24, 2023, the Debtors published the *Notice of Bar Dates for Submitting Proofs of Claim and Claims Under Section 503(b)(9) of the Bankruptcy Code Against the Debtors* [Docket No. 333] in *The New York Times (National Edition)*. On July 24, 2023, the Debtors, through Kurtzman Carson Consultants LLC, caused the *Notice of Deadline Requiring Submission of Proofs of Claim on or Before August 15, 2023, and Related Procedures for Submitting Proofs of Claim in the Above-Captioned Chapter 11 Cases* [Docket No. 357] to be served on relevant parties in interest.

G. The Special Committee's Independent Investigation

As described in Article V.B herein, the Board established the Special Committee and delegated sole authority to the Special Committee (i) on all matters related to a Transaction and Conflict Matters, and (ii) to conduct the Independent Investigation related thereto. Specifically, the Special Committee has the authority to, on behalf of the entire Board, take any action with respect to the Conflict Matters, including, but not limited to: (a) any release or settlement of potential claims or causes of action of the Company or its subsidiaries, if any, against the Related Parties; (b) any decision regarding all or part of a Transaction to the extent it constitutes a Conflict Matter; and (c) any other transaction implicating the Debtors involving Conflict Matters. The disinterested directors serving on the Special Committee retained Katten Muchin Rosenman LLP ("Katten") to provide independent legal counsel in connection with the Independent Investigation.

In furtherance of the Independent Investigation, the Special Committee has, to date, issued document and information requests to, among others, the Debtors and certain of the Debtors' significant equity holders. To date, Katten has received and reviewed approximately 4,300 documents, comprising

approximately 49,000 pages, relevant to the Independent Investigation. Katten has also interviewed certain members of Company management and board of directors, as well as representatives of certain of the Debtors' significant equity holders. The Special Committee is continuing to investigate matters in accordance with the authority it has been given by the Board and in accordance with the disinterested directors' fiduciary obligations. Accordingly, the Independent Investigation remains ongoing as of the date hereof and will remain ongoing until Confirmation to ensure that it is comprehensive.

H. The Canadian CCAA Recognition Proceedings

Debtors Cyxtera Communications Canada, ULS and Cyxtera Canada TRS, ULC are Alberta unlimited liability corporations, and Cyxtera Canada LLC, which is the shareholder of Cyxtera Communications Canada, ULC is a Delaware limited liability corporation (collectively, the "Canadian Debtors"). On June 6, 2023, Cyxtera Technologies, Inc. and the Canadian Debtors commenced an ancillary recognition proceeding (the "Canadian Proceeding") in the Court of King's Bench of Alberta (the "Canadian Court") pursuant to the *Companies' Creditors Arrangement Act* (Canada) R.S.C. 1985, c. C-36 (as amended, the "CCAA"). The purpose of the initial recognition hearing for the Canadian Proceeding was to seek an initial recognition order and supplemental order.

- declaring Cyxtera Technologies, Inc. as the "foreign representative" of the Canadian Debtors in the Canadian Proceeding;
- declaring the Canadian Debtors' Chapter 11 Cases as "foreign main proceedings" under the applicable provisions of the CCAA to, among other things, protect the Debtors' assets and operations in Canada;
- staying all proceedings with respect to the Canadian Debtors' business and property;
- recognizing in Canada certain interim and final orders entered by the Bankruptcy Court in the Chapter 11 Cases which are applicable to the Canadian Debtors, including the *Order (I) Restating and Enforcing the Worldwide Automatic Stay, Anti-Discrimination Provisions, and Ipso Facto Protections of the Bankruptcy Code, (II) Approving the Form and Manner of Notice, and (III) Granting Related Relief* [Docket No. 75];
- granting a superpriority interim financing charge over the property of the Canadian Debtors in favor of the DIP Lenders; and
- obtaining other orders necessary for the protection of the Canadian Debtors' property or the interests of the Canadian Debtors' creditors.

On June 7, 2023, the Canadian Court granted the order declaring Debtor Cyxtera Technologies, Inc. as the "foreign representative"¹⁶ on behalf of the Canadian Debtors' estates (the "Foreign Representative") in the Canadian Proceeding and granted the other declarations and orders referenced above. Thereafter, on July 12 and July 31, 2023, the Canadian Court recognized certain other orders entered by the Bankruptcy Court, including final Bankruptcy Court Orders, the Bidding Procedures Order, the Bar Date Order, and

¹⁶ A "foreign representative" is defined in section 45(1) of the CCAA to mean "a person or body, including one appointed on an interim basis, who is authorized, in a foreign proceeding respect of a debtor company, to (a) monitor the debtor company's business and financial affairs for the purpose of reorganization; or (b) act as a representative in respect of the foreign proceeding."

the Final DIP Order. The Canadian Debtors, through the Foreign Representative, will continue to seek formal recognition of relevant Bankruptcy Court orders for the remainder of these Chapter 11 Cases.

I. Proposed Confirmation Schedule

Under the RSA, the Debtors agreed to certain milestones to ensure an orderly and timely implementation of the Restructuring Transactions. The Debtors intend to proceed swiftly to confirmation of the Plan and emergence from these Chapter 11 Cases to mitigate uncertainty among employees, customers, and vendors, minimize disruptions to the Company's business, and curtail professional fees and administrative costs. To that end, the Debtors have proposed the following case timeline, subject to Court approval and availability:

Event	Date
Voting Record Date	September 14, 2023
Solicitation Mailing Deadline	Two (2) business days following entry of the Order (or as soon as reasonably practicable thereafter)
Publication Deadline	Five (5) business days following entry of the Order (or as soon as reasonably practicable thereafter)
Sale Transaction Notice Deadline	The date that is no later than seven (7) days prior to the Voting Deadline
Plan Supplement Filing Deadline	The date that is no later than three (3) days prior to the Voting Deadline
Voting Deadline	October 26, 2023, at 4:00 p.m. (prevailing Eastern Time)
Confirmation Objection Deadline	October 26, 2023, at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Voting Report	November 2, 2023
Confirmation Brief and Confirmation Reply Deadline	November 2, 2023
Confirmation Hearing Date	November 6, 2023, at 10:00 a.m. (prevailing Eastern Time) or such other date as may be scheduled by the Court

VII. SUMMARY OF THE PLAN

The Plan contemplates the following key terms described below. In addition, the Plan contains additional detail, including descriptions of the provisions governing distributions under the Plan, the procedures for resolving contingent, unliquidated, and disputed claims, and provisions related to modification, revocation, or withdrawal of the Plan, among others.

A. General Settlement of Claims and Interests

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions

of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions (which, for the avoidance of doubt, shall be in form, substance, and structure reasonably acceptable to the Required Consenting Term Lenders) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the execution and delivery of the New Takeback Facility Documents and entry into the New Takeback Facility; (v) the issuance and distribution of the New Common Stock as set forth in the Plan; (vi) the implementation of the Management Incentive Plan; (vii) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); (viii) such other transactions that, in the reasonable business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, the Required Consenting Term Lenders (in the event of a Recapitalization Transaction), and the Purchaser (in the event of a Sale Transaction), are required to effectuate the Restructuring Transactions; and (ix) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The Debtors shall pursue the Recapitalization Transaction unless the Debtors determine, with the consent of the Required Consenting Term Lenders, to pursue an Equity Investment Transaction or an Asset Sale.

In the event of an Equity Investment Transaction, on the Effective Date, the Purchaser shall purchase substantially all of the New Common Stock free and clear of all Liens, Claims, Interests, charges, or other encumbrances in exchange for the Purchase Price set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Purchaser, and the Post-Effective Date Debtors, as

applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

The Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Equity Investment Transaction pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

C. The Equity Investment Transaction or Recapitalization Transaction

If the Equity Investment Transaction or Recapitalization Transaction occurs, the following provisions shall govern.

1. The Post-Effective Date Debtors

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Organizational Documents. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

2. Sources of Consideration for Plan Distributions

The Debtors shall fund or make distributions under the Plan, as applicable, with: (i) the issuance of New Takeback Facility Loans under the New Takeback Facility, (ii) the proceeds from the Equity Investment Transaction, (iii) the New Common Stock, (iv) the GUC Trust Net Assets, and (v) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Common Stock, will be exempt from Securities Act registration, as described more fully in Article IV.C.5 of the Plan.

(a) The New Takeback Facility

In the event of a Recapitalization Transaction, on the Effective Date, the Post-Effective Date Debtors shall enter into the New Takeback Facility Credit Agreement. Confirmation of the Plan shall be deemed approval of the New Takeback Facility and the New Takeback Facility Documents, as applicable, and all transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Post-Effective Date Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Post-Effective Date Debtors to enter into and execute the New Takeback Facility Documents and such other documents as may be required to effectuate the treatment afforded by the New Takeback Facility. Execution of the New Takeback Facility Credit Agreement by the New Takeback Facility Agent shall be deemed to bind all Holders of DIP Claims as if each such Holder had executed the New Takeback Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Takeback Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Takeback Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Takeback Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

(b) New Common Stock

Reorganized Cyxtera shall be authorized to issue a certain number of shares of New Common Stock pursuant to its New Organizational Documents and any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the New Common Stock shall be authorized without the need for any further corporate action. On the Effective Date, the New Common Stock shall be issued and distributed pursuant to, and in accordance with, the Plan, and, in the event of an Equity Investment Transaction, the Purchase Agreement.

All of the shares of New Common Stock issued pursuant to the Plan and, if applicable, the Purchase Agreement shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Common Stock shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The New Common Stock will not be registered under the Securities Act or on any national securities exchange as of the Effective Date.

3. Corporate Existence

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without

supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4. New Organizational Documents

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended as may be necessary to effectuate the transactions contemplated by the Plan. To the extent required under the Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation and the New Organizational Documents. For the avoidance of doubt, any claimant's acceptance of the New Common Stock shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Post-Effective Date Debtors.

5. Certain Securities Law Matters

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Common Stock, as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The shares of New Common Stock to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered "restricted securities," will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

6. Management Incentive Plan

On or as soon as reasonably practicable following the Effective Date, the Post-Effective Date Debtors shall adopt and implement the Management Incentive Plan, which will provide that up to ten percent of the value of the New Common Stock as of the Effective Date, on a fully diluted basis, shall be issued in connection with the Management Incentive Plan on terms acceptable to the Required Consenting Term Lenders and the Debtors, and, in the event of an Equity Investment Transaction, the Purchaser. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

7. Employment Obligations

Unless otherwise provided herein, and subject to Article V of the Plan, if applicable, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Post-Effective Date Debtors and shall remain in place as of the Effective Date, and the Post-Effective Date Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Post-Effective Date Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Post-Effective Date Debtors, such employee, and the Required Consenting Term Lenders, and, in the event of an Equity Investment Transaction, the Purchaser.

D. The Asset Sale

If the Asset Sale occurs, the following provisions shall govern.

1. The Asset Sale

On the Effective Date, the Purchaser shall purchase substantially all of the Debtors' assets free and clear of all Liens, Claims, Interests, charges, or other encumbrances (except for those Liens, Claims, Interests, charges, or other encumbrances assumed by the Purchaser pursuant to the terms of the Purchase Agreement) in exchange for the Purchase Price as set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Post-Effective Date Debtors, and the Purchaser, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

Subject to the consent rights set forth in the RSA, the Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

2. Sources of Consideration for Plan Distributions

The Debtors shall fund distributions under the Plan with: (i) the proceeds from the Asset Sale, (ii) the GUC Trust Net Assets, (iii) the Debtors' Cash on hand, and (iv) the proceeds of any Causes of Action retained by the Post-Effective Date Debtors. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

3. Post-Effective Date Debtors

On and after the Effective Date, the Post-Effective Date Debtors shall continue in existence for purposes of (i) winding down the Debtors' business and affairs as expeditiously as reasonably possible as authorized by the Bankruptcy Court, (ii) resolving Disputed Claims, (iii) making distributions on account of Allowed Claims as provided hereunder, (iv) establishing and funding the Distribution Reserve Accounts, (v) enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith, (vi) filing appropriate tax returns, (vii) complying with any continuing obligations under the Purchase Agreement, and (viii) administering the Plan in an efficacious manner. The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

Notwithstanding anything to the contrary in the Plan, on the Effective Date, any Cause of Action not settled, released, discharged, enjoined, or exculpated under the Plan on or prior to the Effective Date shall vest in the Post-Effective Date Debtors and shall be subject to administration by the Plan Administrator, and the net proceeds thereof shall be Distributable Consideration.

4. Plan Administrator

On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The Plan Administrator shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan in accordance with the Wind Down and as otherwise provided in the Confirmation Order.

From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. The foregoing shall not limit the authority of the Post-Effective Date Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer. The Debtors, after the Confirmation Date, and the Post-Effective Date Debtors or Plan Administrator, after the Effective Date, shall be permitted to make payments to employees pursuant to employment programs then in effect, and, in the reasonable business judgment of the Plan Administrator and upon three (3) Business Days' notice to counsel to the AHG, to implement additional employee

programs and make payments thereunder solely as necessary to effectuate the Wind-Down, without any further notice to or action, order, or approval of the Bankruptcy Court.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the business and affairs of the Debtors and Post-Effective Date Debtors, including: (i) making distributions under the Plan; (ii) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post-Effective Date Debtors in accordance with the Wind-Down Reserve; (iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (iv) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (v) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtors; (vi) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (vii) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors; (viii) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in accordance with Article IV.E of the Plan; (ix) administering and paying taxes of the Post-Effective Date Debtors, including filing tax returns; (x) representing the interests of the Post-Effective Date Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; and (xi) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Wind-Down Reserve.

(a) Retention of Professionals

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, at the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties for the Post-Effective Date Debtors. The reasonable fees and expenses of such professionals, if applicable, shall be paid from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Post-Effective Date Debtors' retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

(b) Compensation of the Plan Administrator

The Plan Administrator's compensation, on a post-Effective Date basis, shall be as described in the Plan Supplement, reasonably acceptable to the Required Consenting Term Lenders, and paid out of the Wind-Down Reserve. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

(c) Plan Administrator Expenses

All costs, expenses, and obligations incurred by the Plan Administrator or the Post-Effective Date Debtors in administering the Plan or in effecting distributions thereunder (including the reimbursement of reasonable expenses), including any costs, expenses, or obligations in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Reserve.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

(d) Exculpation, Indemnification, Insurance, and Liability Limitation

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtors. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtors and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtors. The Plan Administrator may rely upon written information previously generated by the Debtors.

(e) Tax Returns

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors and, pursuant to section 505 of the Bankruptcy Code and subject to applicable law, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate.

(f) Dissolution of the Post-Effective Date Debtors

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made, completion of all its duties under the Plan, and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtors shall be deemed to be dissolved without any further action by the Post-Effective Date Debtors, including the filing of any documents with the secretary of state for the state in which each Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtors in and withdraw the Post-Effective Date Debtors from applicable state(s).

To the extent the Debtors have any Cash or other property remaining after the Chapter 11 Cases have been closed, such Cash or other property shall constitute Residual Cash and shall be immediately allocated and distributable to the Holders of Allowed First Lien Claims.

5. Wind Down

As soon as practicable after the Effective Date, the Plan Administrator shall: (i) cause the Debtors and the Post-Effective Date Debtors, as applicable, to comply with and abide by the terms of the Purchase Agreement and any other documents contemplated thereby; (ii) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of one or more of the Debtors or the Post-Effective Date Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (iii) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the shareholders or board of directors or managers of any Debtor. From and after the Effective Date, except with respect to Post-Effective Date Debtors as set forth herein, the Debtors (x) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations and shall not be required to file any document, pay any sum, or take any other action in order to

effectuate such withdrawal, (y) shall be deemed to have canceled pursuant to the Plan all Existing Equity Interests, and (z) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

E. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and the Post-Effective Date Debtors, as applicable, as of the Effective Date.

The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims, and the Plan Administrator, if applicable, shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no

instance will any Cause of Action preserved pursuant to Article IV.E of the Plan include any Claim or Cause of Action against a Released Party or Exculpated Party.

F. Vesting of Assets in the Post-Effective Date Debtors

Except as otherwise provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, the Plan, the Plan Supplement, or the New Takeback Facility Documents, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan (other than the GUC Trust Assets) shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

G. Cancellation of Existing Agreements and Interests

On the Effective Date, except with respect to the New Takeback Facility or to the extent otherwise provided in the Plan, including in Article V.A of the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification under the DIP Documents, the Receivables Program Documents, the First Lien Credit Documents, and the Bridge Facility Documents shall remain binding and enforceable in accordance with the terms of such documents and shall not be subject to discharge, impairment, or release under the Plan or the Confirmation Order.

H. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including, as and if applicable: (i) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (ii) the issuance and distribution of the New Common Stock; (iii) implementation of the Restructuring Transactions; (iv) entry into the New Takeback Facility Documents; (v) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (vi) adoption of the New Organizational Documents; (vii) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (viii) adoption by the New Board of the Management Incentive Plan; (ix) consummation of the Sale Transaction pursuant to the Purchase Agreement; (x) formation of the Post-Effective Date Debtors and selection of the Plan Administrator; and (xi) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors and any corporate action required by the Debtors or the Post-Effective Date Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized

and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Post-Effective Date Debtors, including, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the New Common Stock, the New Organizational Documents, the New Takeback Facility, the New Takeback Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.H of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Directors and Officers of the Post-Effective Date Debtors

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Cyxtera shall expire, and, if applicable, the members for the initial term of the New Board shall be appointed; *provided*, that the disinterested directors of Cyxtera, comprising the Special Committee, shall retain authority following the Effective Date with respect to matters relating to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The disinterested directors of Cyxtera shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Post-Effective Date Debtors, the Purchaser, or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. In the event of a Recapitalization Transaction or an Equity Investment Transaction, each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors. The members of the New Board shall be chosen by the Debtors or the Post-Effective Date Debtors, subject to the applicable terms of the RSA, and, if applicable, the Purchase Agreement.

J. Effectuating Documents; Further Transactions

On and after the Effective Date, the Post-Effective Date Debtors and their respective officers and boards of directors and managers are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Post-Effective Date Debtors without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

K. Section 1146 Exemption

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to any other Person) of property under the Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the New Takeback Facility; (vi) the Sale Transaction; or (vii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the

Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

L. Private Company

The Post-Effective Date Debtors shall not have any class of Equity Securities listed on a national securities exchange and shall make commercially reasonable efforts to take the steps necessary to be a private company without Securities Act or Exchange Act reporting obligations upon emergence or as soon as practicable thereafter in accordance with and to the extent permitted by the Securities Act and the Exchange Act.

M. GUC Trust

1. General Terms.

On the Effective Date, the Debtors and the GUC Trustee shall enter into the GUC Trust Agreement and the GUC Trust Assets shall vest or deem to be vested in the GUC Trust automatically without further action by any Person, free and clear of all Claims and Liens, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trust shall be administered by the GUC Trustee and governed by the GUC Trust Agreement and shall have the sole power and authority to distribute the GUC Trust Net Assets to Holders of Allowed General Unsecured Claims in accordance with the treatment set forth in the Plan for Class 4. The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust and the GUC Trustee.

The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the responsibility and requisite power to reconcile General Unsecured Claims, including asserting any objections thereto. From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, shall, in the ordinary course of business and without the need for any approval by the Bankruptcy Court, pay the GUC Trust Fees and Expenses from the GUC Trust Assets. The Debtors, the Post-Effective Date Debtors, and their Affiliates (and anyone acting on their behalf) shall not be responsible for any costs, fees, or expenses of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at the later of (i) such time as all distributions required to be made by the GUC Trustee under the Plan have been made, and (ii) the fifth anniversary of the Effective Date (unless extended by order of the Bankruptcy Court).

2. Tax Treatment.

In furtherance of this section of the Plan, (i) it is intended that the GUC Trust be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code to the Holders of General Unsecured Claims, consistent with the terms of the Plan, and accordingly, all assets held by the

GUC Trust are intended to be deemed for United States federal income tax purposes to have been distributed by the Debtors or the Post-Effective Date Debtors, as applicable, to the Holders of Allowed General Unsecured Claims, and then contributed by the Holders of Allowed General Unsecured Claims to the GUC Trust in exchange for their interest in the GUC Trust; (ii) the primary purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Net Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims in accordance with the Plan, with no objective to continue or engage in the conduct of a trade or business; (iii) all parties (including, without limitation, the Debtors, the Post-Effective Date Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with such treatment described in provisos (i) and (ii) of this paragraph; (iv) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (v) the GUC Trustee shall be responsible for filing all applicable tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); and (vi) the GUC Trustee shall annually send to each Holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for United States federal income tax purposes.

Subject to definitive guidance from the United States Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the United States Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (i) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for United States state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. Any taxes (including with respect to earned interest, if any) imposed on the GUC Trust as a result of this treatment shall be paid out of the assets of the GUC Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The GUC Trustee may request an expedited determination of taxes of the GUC Trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

The GUC Trust shall continue to have all of the rights and powers granted to the GUC Trust as set forth in the Plan and applicable non-bankruptcy law, and the GUC Trustee shall also have the rights, powers, and obligations set forth in the GUC Trust Agreement.

3. Transfer of GUC Trust Interests.

Any and all interests in the GUC Trust shall be transferrable either (i) with the consent of the Post-Effective Date Debtors or, (ii) by will, intestate succession, or otherwise by operation of law. In addition, any and all interests in the GUC Trust will not constitute “securities” and will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such interests constitute “securities,” the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied, and the offer, issuance, and distribution under the Plan of interests in the GUC Trust will be exempt from registration under the Securities Act and all applicable state and local securities laws and regulations.

N. Closing the Chapter 11 Cases

Upon the occurrence of the Effective Date, the Post-Effective Date Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Post-Effective Date Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case.

O. Director and Officer Liability Insurance

After the Effective Date, none of the Post-Effective Date Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect on or after the Petition Date, with respect to conduct or events occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

VIII. OTHER KEY ASPECTS OF THE PLAN

A. Treatment of Executory Contracts and Unexpired Leases

1. Assumption of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract and Unexpired Lease: (i) was assumed or rejected previously by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; or (iv) is identified on the Rejected Executory Contract and Unexpired Lease List. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the foregoing assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including ninety (90) days after the Effective Date, *provided* that in the event of a

Recapitalization Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the RSA.

2. Indemnification Obligations

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (ii) remain intact, in full force and effect, and irrevocable, (iii) not be limited, reduced, or terminated after the Effective Date, and (iv) survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors and/or the Plan Administrator, as applicable.

3. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Post-Effective Date Debtors no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within such time will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, the GUC Trust, or their property without the need for any objection by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

4. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

The Debtors or the Post-Effective Date Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. The proposed amount and timing of payment

of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Post-Effective Date Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, including pursuant to the Plan, or related cure amount must be filed, served, and actually received by counsel to the Debtors and the U.S. Trustee no later than thirty (30) days after the Effective Date or any other deadline that may be set by the Bankruptcy Court. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Post-Effective Date Debtors may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or the Post-Effective Date Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or the Post-Effective Date Debtors, as applicable, with respect to which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, the ability of the Post-Effective Date Debtors, or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Post-Effective Date Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Article V.D of the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to Article V.D of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

5. Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revert in the Post-Effective Date Debtors.

Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or

supervening), (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (ii) alters or modifies the duty, if any, that the insurers or third party administrators pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor.

6. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

7. Reservation of Rights

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

8. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

9. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

B. Conditions Precedent to Confirmation and Consummation of the Plan

1. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B of the Plan:

1. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;
2. in the event of an Asset Sale, the Distribution Reserve Accounts shall have been established and funded with the Priority Claims Reserve Amount and the Wind-Down Amount;

3. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall have become a Final Order;

4. each document or agreement constituting the applicable Definitive Documents, the form and substance of which shall be subject to the consent rights set forth in the RSA (and, in the event of a Sale Transaction, the form and substance of which shall be reasonably acceptable to the Purchaser), shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties prior to or contemporaneously with the occurrence of the Effective Date;

5. the New Takeback Facility Documents, if applicable, the form and substance of which shall be subject to the consent rights set forth in the RSA, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the Required Consenting Term Lenders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

6. the DIP Claims shall have been indefeasibly paid in full in Cash or, solely to the extent set forth herein, satisfied by the New Takeback Facility;

7. the New Common Stock shall have been issued;

8. all Restructuring Expenses, to the extent invoiced, shall have been paid in full;

9. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;

10. if and as applicable, the Purchase Agreement shall have been executed and all conditions precedent to the effectiveness thereof shall have occurred or will occur substantially simultaneously with the effectiveness of the Plan;

11. if and as applicable, the Purchaser shall deliver the Purchase Price to the Debtors in exchange for the Post-Effective Date Debtors' distribution of the substantially all of the New Common Stock or transfer of substantially all of the Debtors' assets or as otherwise agreed to by the Debtors and the Purchaser;

12. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;

13. the RSA shall remain in full force and effect;

14. the GUC Trust Agreement shall have been executed and the GUC Trust Assets shall have vested or be deemed to have vested in the GUC Trust;

15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code;

16. no Bankruptcy Court order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the Bankruptcy Code with respect to the Debtors; and

17. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court.

2. Waiver of Conditions

The conditions to the Effective Date set forth in Article IX of the Plan, except for the conditions set forth in Article IX.A.8 and 17 of the Plan (each of which may not be waived without the consent of the affected parties), may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Required Consenting Term Lenders and, in the event of a Sale Transaction, the Purchaser, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

3. Effect of Failure of Conditions

If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors or other Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

IX. RISK FACTORS

BEFORE TAKING ANY ACTION WITH RESPECT TO THE PLAN, HOLDERS OF CLAIMS AGAINST THE DEBTORS WHO ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD READ AND CONSIDER CAREFULLY THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, THE PLAN, AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH, REFERRED TO, OR INCORPORATED BY REFERENCE INTO THIS DISCLOSURE STATEMENT, INCLUDING OTHER DOCUMENTS FILED WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES. THE RISK FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE RESTRUCTURING AND CONSUMMATION OF THE PLAN. EACH OF THE RISK FACTORS DISCUSSED IN THIS DISCLOSURE STATEMENT MAY APPLY EQUALLY TO THE DEBTORS AND THE POST-EFFECTIVE DATE DEBTORS, AS APPLICABLE AND AS CONTEXT REQUIRES.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Impaired Classes.

1. The Debtors Will Consider All Available Restructuring Alternatives if the Restructuring Transactions are Not Implemented, and Such Alternatives May Result in Lower Recoveries for Holders of Claims Against and Interests in the Debtors

If the Restructuring Transactions are not implemented, the Debtors will consider all available restructuring alternatives, including filing an alternative chapter 11 plan, converting to a chapter 7 plan, commencing section 363 sales of the Debtors' assets, and any other transaction that would maximize the value of the Debtors' estates. The terms of any alternative restructuring proposal may be less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described in this Disclosure Statement.

Any material delay in the confirmation of the Plan, the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

The uncertainty surrounding a prolonged restructuring would have other adverse effects on the Debtors. For example, it would adversely affect:

- the Debtors' ability to raise additional capital;
- the Debtors' liquidity;
- how the Debtors' business is viewed by regulators, investors, lenders, and credit ratings agencies;
- the Debtors' enterprise value; and
- the Debtors' business relationship with customers and vendors.

2. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

3. The RSA May Be Terminated

As more fully set forth in the RSA, the RSA may be terminated upon the occurrence of certain events, including, among others, the Debtors' failure to meet specified milestones relating to the filing, confirmation, and consummation of the Plan, and breaches by the Debtors and/or the Required Consenting Stakeholders of their respective obligations under the documents. In the event that the RSA is terminated, the Debtors may seek a non-consensual restructuring alternative, including a potential liquidation of their assets.

4. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article IX of the Plan, the Confirmation and Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not waived or not met, the Confirmation and Effective Date of the Plan will not take place. In the event that the Effective Date

does not occur, the Debtors may seek Confirmation of a new plan. If the Debtors do not secure sufficient working capital to continue their operations or if the new plan is not confirmed, however, the Debtors may be forced to liquidate their assets.

5. The Debtors May Fail to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may need to seek to confirm an alternative chapter 11 plan or transaction, subject to the terms of the RSA. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the Holders of Interests and Allowed Claims as those proposed in the Plan and the Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan.

6. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan “does not unfairly discriminate” and is “fair and equitable” with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims or equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, Holders of Interests and Allowed Claims against them would ultimately receive.

The Debtors, subject to the terms and conditions of the Plan and the RSA, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting class of Claims or Interests, as well as any class junior to such non-accepting class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

7. The Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents’ request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any “insider” in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan “does not discriminate unfairly” and is “fair and equitable” with respect to the dissenting impaired class(es). The Debtors believe that the

Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

8. Even if the Restructuring Transactions are Successful, the Debtors Will Face Continued Risk Upon Confirmation

Even if the Plan is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in demand for the Debtors' services, and increasing expenses. See Article IX.C of this Disclosure Statement, entitled "Risks Related to the Debtors' and the Post-Effective Date Debtors' Businesses." Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that a chapter 11 plan of reorganization reflecting the Plan will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the Debtors with the exclusive right to propose the Plan and prohibits creditors and others from proposing a plan. The Debtors will have retained the exclusive right to propose the Plan upon filing their Petitions. If the Bankruptcy Court terminates that right, however, or the exclusivity period expires, there could be a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the Debtors' businesses after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

9. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

10. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan, subject to the terms of the RSA. The estimates set forth in this

Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

11. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

12. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

13. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Post-Effective Date Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to the Independent Investigation and objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

The releases provided to the Released Parties and the exculpation provided to the Exculpated Parties are necessary to the success of the Debtors' reorganization because the Released Parties and Exculpated Parties have made significant contributions to the Debtors' reorganizational efforts and have agreed to make further contributions, but only if they receive the full benefit of the Plan's release and exculpation provisions. The Plan's release and exculpation provisions are an inextricable component of the RSA and Plan and the significant deleveraging and financial benefits that they embody.

B. Risks Related to Recoveries Under the Plan

1. Certain Significant Holders of Shares of New Common Stock May Have Substantial Influence Over the Post-Effective Date Debtors Following the Effective Date

Assuming that the Effective Date occurs, holders of Claims who receive distributions representing a substantial percentage of the outstanding shares of the New Common Stock may be in a position to influence matters requiring approval by the holders of shares of New Common Stock, including, among other things, the election of directors and the approval of a change of control of the Post-Effective Date Debtors. The holders may have interests that differ from those of the other holders of shares of New

Common Stock and may vote in a manner adverse to the interests of other holders of shares of New Common Stock. This concentration of ownership may facilitate or may delay, prevent, or deter a change of control of the Post-Effective Date Debtors and consequently impact the value of the shares of New Common Stock. In addition, a holder of a significant number of shares of New Common Stock may sell all or a large portion of its shares of New Common Stock within a short period of time, which sale may adversely affect the trading price of the shares of New Common Stock. A holder of a significant number of shares of New Common Stock may, on its own account, pursue acquisition opportunities that may be complementary to the Post-Effective Date Debtors' businesses, and as a result, such acquisition opportunities may be unavailable to the Post-Effective Date Debtors. Such actions by holders of a significant number of shares of New Common Stock may have a material adverse impact on the Post-Effective Date Debtors' businesses, financial condition, and operating results.

2. Estimated Valuations of the Exit Facilities, and the New Common Stock, and Estimated Recoveries to Holders of Allowed Claims and Interests Are Not Intended to Represent Potential Market Values

The Debtors' estimated recoveries to Holders of Allowed Claims and Allowed Interests are not intended to represent the market value of the Debtors' Securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to maintain adequate liquidity to fund operations; (d) the assumption that capital and equity markets remain consistent with current conditions; and (e) the Debtors' ability to maintain critical existing customer relationships, including customer relationships with key customers.

3. The Post-Effective Date Debtors May Not Be Able to Generate or Receive Sufficient Cash to Service Their Debt and May Be Forced to Take Other Actions to Satisfy their Obligations, Which May Not Be Successful

The Post-Effective Date Debtors' ability to make scheduled payments on their debt obligations depends on their financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business, and other factors beyond the Post-Effective Date Debtors' control. The Post-Effective Date Debtors may not be able to maintain a level of cash flow sufficient to permit them to pay the principal, premium, if any, and interest on their debt, including the Exit Facilities.

If cash flows and capital resources are insufficient to fund the Post-Effective Date Debtors' debt obligations, they could face substantial liquidity problems and might be forced to reduce or delay investments and capital expenditures, or to dispose of assets or operations, seek additional capital or restructure or refinance debt, including the Exit Facilities. These alternative measures may not be successful, may not be completed on economically attractive terms, or may not be adequate to satisfy their debt obligations when due.

Further, if the Post-Effective Date Debtors suffer or appear to suffer from a lack of available liquidity, the evaluation of their creditworthiness by counterparties and rating agencies and the willingness of third parties to do business with them could be adversely affected.

4. The New Common Stock is Subject to Dilution

The ownership percentage represented by the New Common Stock distributed on the Effective Date under the Plan will be subject to dilution from the New Common Stock issued in connection with the conversion of any other options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence, including pursuant to the Management Incentive Plan.

5. The Terms of the Exit Facilities Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the Exit Facilities Documents have not been finalized and are subject to negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations, and the results of such negotiations may affect the rights of the holders of the New Common Stock following the Effective Date. As a result, the final terms of the Exit Facilities Documents may be less favorable to Holders of Claims and Interests than as described herein and in the Plan.

6. A Decline in the Post-Effective Date Debtors' Credit Ratings Could Negatively Affect the Debtors' Ability to Refinance Their Debt

The Debtors' or the Post-Effective Date Debtors' credit ratings could be lowered, suspended, or withdrawn entirely, at any time, by the rating agencies, if, in each rating agency's judgment, circumstances warrant, including as a result of exposure to the credit risk and the business and financial condition of the Debtors or the Post-Effective Date Debtors, as applicable. Downgrades in the Post-Effective Date Debtors' long-term debt ratings may make it more difficult to refinance their debt and increase the cost of any debt that they may incur in the future.

7. Certain Tax Implications of the Plan May Increase the Tax Liability of the Post-Effective Date Debtors

Holders of Allowed Claims should carefully review Article XIII of this Disclosure Statement, entitled "Certain United States Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Post-Effective Date Debtors and Holders of certain Claims.

8. The Closing Conditions of a Sale Transaction May Not be Satisfied

It is possible that the Debtors may not satisfy the closing conditions of a Sale Transaction if the Debtors determine to pursue a Sale Transaction. A failure to satisfy any of the closing conditions of the Sale Transaction related thereto could prevent the Sale Transaction and the Plan from being consummated, which could lead to the Chapter 11 Cases being converted to cases under chapter 7.

C. Risks Related to the Debtors' and the Post-Effective Date Debtors' Businesses

1. The Post-Effective Date Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness

The Post-Effective Date Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Post-Effective Date Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Post-Effective Date Debtors' control. The Post-Effective Date Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Post-Effective Date Debtors to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, potential borrowings under the Exit Facilities and upon emergence.

2. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Bankruptcy Court approval with respect to motions Filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, vendors, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the Debtors' operations; (e) ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the Debtors; (f) ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (g) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

3. Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Businesses

The Debtors' future results will be dependent upon the successful confirmation and implementation of a plan of reorganization. A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the Debtors' businesses. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. Furthermore, the Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, the Post-Effective Date Debtors' operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

4. Financial Results May Be Volatile and May Not Reflect Historical Trends

The Financial Projections attached hereto as **Exhibit E** are based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the New Common Stock and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur.

Further, during the Chapter 11 Cases, the Debtors expect that their financial results will continue to be volatile as restructuring activities and expenses, contract terminations and rejections, and claims assessments significantly impact the Debtors' consolidated financial statements. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

Finally, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after fully evaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation.

5. The Debtors' Business is Subject to Various Laws and Regulations That Can Adversely Affect the Cost, Manner, or Feasibility of Doing Business

The Debtors' operations are subject to various federal, state and local laws and regulations, including occupational health and safety laws and evolving environmental standards. The Debtors may be required to make large expenditures to comply with such regulations. Failure to comply with these laws and regulations may result in the suspension or termination of operations and subject the Debtors to administrative, civil and criminal penalties, which could have a material adverse effect on the business, financial condition, results of operations and cash flows of the Post-Effective Date Debtors.

6. The Post-Effective Date Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

In the future, the Post-Effective Date Debtors may become parties to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Post-Effective Date Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Post-Effective Date Debtors may become

party to, nor the final resolution of such litigation. The impact of any such litigation on the Post-Effective Date Debtors' businesses and financial stability, however, could be material.

7. The Loss of Key Personnel Could Adversely Affect the Debtors' Operations

The Debtors' operations are dependent on a relatively small group of key management personnel. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. As a result, the Debtors may experience increased levels of employee attrition. Because competition for experienced personnel can be significant, the Debtors may be unable to find acceptable replacements with comparable skills and experience, and the loss of such key management personnel could adversely affect the Debtors' ability to operate their businesses. In addition, a loss of key personnel or material erosion of employee morale could have a material adverse effect on the Debtors' ability to meet expectations, thereby adversely affecting the Debtors' businesses and the results of operations.

8. The Debtors' Business Depends on Their Ability to Keep Pace with Rapid Technological Changes That Impact Their Industry, and Ability to Grow and Retain the Debtors' Customer Base

The Debtors operate in a complex and rapidly shifting industry characterized by swift, and sometimes disruptive, technological developments, evolving industry standards, frequent new product introductions and enhancements, and changes in customer requirements. The Debtors' future success depends in part on their ability to continue to provide data center solutions that keep pace with evolving industry standards and changing customer demands. Although the positioning of their businesses is currently strong, changes in technology, standards, and in the Debtors' customers' businesses continue to occur rapidly and at unpredictable intervals, and the Debtors may not be able to respond adequately. The impact of these changes may be magnified by the intense competition in the Debtors' industry. If the Debtors are unable to successfully update and integrate their offerings to adapt to these changes, or if the Debtors do not successfully develop new capabilities needed by their customers to keep pace with these changes, the Debtors' business and financial results may suffer.

The Debtors' ability to keep up with technology and business changes is subject to a number of risks, and the Debtors may find it difficult or costly to, among other things: (i) update or expand their data centers fast enough to meet customers' needs; (ii) update the Debtors' products and services to keep pace with business, regulatory, and other developments in the industries where the Debtors' customers operate; and (iii) update the Debtors' offerings to keep pace with advancements in hardware, software, and data center technology.

The Debtors could also incur substantial costs if they need to modify their services or infrastructure in order to adapt to these changes. For example, the Debtors' data center infrastructure could require improvements due to (i) the development of new systems to deliver power to or eliminate heat from the servers they house, (ii) the development of new server technologies that require levels of critical load and heat removal that the Debtors' facilities are not designed to provide; or (iii) a fundamental change in the way in which the Debtors deliver services. The Debtors may not be able to timely adapt to changing technologies, if at all. The Debtors' ability to sustain and grow their business would suffer if they fail to respond to these changes in a timely and cost-effective manner.

9. Acquisitions of Companies, Products, or Technologies, or Internal Restructuring and Cost Savings Initiatives May Disrupt the Debtors' Ongoing Business

The Debtors have acquired and may continue to acquire companies, products, data center assets, and technologies that complement their strategic direction. Acquisitions involve significant risks and uncertainties, including:

- inability to successfully integrate the acquired technology and operations into the Debtors' business and maintain uniform standards, controls, policies, and procedures;
- inability to realize synergies expected to result from an acquisition;
- challenges retaining the key employees, customers, resellers and other business partners of the acquired operation; and
- the internal control environment of an acquired entity may not be consistent with the Debtors' standards and may require significant time and resources to improve.

Acquisitions and divestitures are inherently risky. The Debtors' transactions may not be successful and may, in some cases, harm operating results or their financial condition. In addition, if the Debtors use debt to fund acquisitions or for other purposes, their interest expense and leverage may significantly increase. If the Debtors issue equity securities as consideration in an acquisition, current shareholders' percentage ownership and earnings per share may be diluted.

In addition, from time to time, the Debtors may undertake internal restructurings and other initiatives intended to reduce expenses. These initiatives may not lead to the benefits the Debtors expect, may be disruptive to the Debtors' personnel and operations, and may require substantial management time and attention. Moreover, the Debtors could encounter delays in executing their plans, which could entail further disruption and associated costs. If these disruptions result in a decline in productivity of the Debtors' personnel, negative impacts on operations, or if they experience unanticipated expenses associated with these initiatives, the Debtors' business and operating results may be harmed.

10. Cyberattacks or the Improper Disclosure or Control of Personal Information Could Result in Liability and Harm the Debtors' Reputation, Which Could Adversely Affect Its Business

The Debtors are dependent on networks and systems to process, transmit and store electronic information and to communicate among the Debtors' locations around the world, and they may be required to store sensitive or confidential client data in connection with the services they provide. As a result, the Debtors are subject to contractual terms and numerous U.S. and foreign laws and regulations designed to protect this information. Furthermore, data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions and countries in which the Debtors provide services. Although the Debtors have implemented appropriate policies and procedures to reduce the possibility of physical, logical and personnel security breaches, no such measures can completely eliminate the risk of cybersecurity attacks, especially in light of advances in criminal capabilities (including cyberattacks or cyber intrusions over the internet, malware, computer viruses and the like), discovery of new vulnerabilities or attempts to exploit existing vulnerabilities in interconnected third party systems that are beyond the Debtors' control systems.

Unauthorized disclosure, either actual perceived, of sensitive or confidential client or customer data, whether through systems failure, system intrusion, employee negligence, fraud, or otherwise could

damage the Debtors' reputation and cause the Debtors to lose clients. Similarly, unauthorized access to or through the Debtors' information systems or those the Debtors develop for clients, whether by the Debtors' employees or third parties, could result in negative publicity, legal liability and damage to the Debtors' reputation, business, financial condition, results of operations and cash flows.

While the Debtors have not experienced a significant compromise to date, significant data loss or material financial losses related to cyber security attacks that has had an adverse effect on the Debtors' operations, there is no assurance that there may not be a material adverse effect in the future. Although the Debtors maintain cyber liability insurance, such insurance may not adequately or timely compensate the Debtors for all losses they may incur as any of the Debtors' client contracts do not contain limitations of liability for such losses.

11. The Debtors May Not Be Able to Accurately Report Their Financial Results

The Debtors have established internal controls over financial reporting. However, internal controls over financial reporting may not prevent or detect misstatements or omissions in the Debtors' financial statements because of their inherent limitations, including the possibility of human error, and the circumvention or overriding of controls or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If the Debtors fail to maintain the adequacy of their internal controls, the Debtors may be unable to provide financial information in a timely and reliable manner within the time periods required under the terms of the agreements governing the Debtors' indebtedness. Any such difficulties or failure could materially adversely affect the Debtors' business, results of operations, and financial condition. Further, the Debtors may discover other internal control deficiencies in the future and/or fail to adequately correct previously identified control deficiencies, which could materially adversely affect the Debtors' businesses, results of operations, and financial condition.

12. The Debtors May Fail to Retain or Attract Customers, Which Would Adversely Affect the Debtors' Business and Financial Results

The Debtors' future revenue is dependent in large part upon the retention and growth of their existing customer base, in terms of customers continuing to purchase products and services, including renewals of current contracts. This is particularly important, given that over 90 percent of Cyxtera's revenue is derived from recurring, fixed term customer contracts. Existing customers may decide not to renew or to reduce their contracts with the Debtors or not to purchase additional products or services from the Debtors in the future, which could have a material adverse effect on the Debtors' business and results of operations. In such cases, there can be no assurance that the Debtors will be able to retain their current customers.

A variety of factors could affect the Debtors' ability to successfully retain and attract customers, including the level of demand for their products and services, the level of customer spending for data center and colocation technology, the quality of the Debtors' customer service, the Debtors' ability to update their products and develop new products and services needed by customers, and the Debtors' ability to integrate and manage any acquired businesses. Further, the industry in which the Debtors operate is highly competitive and the Debtors may not be able to compete effectively. The Debtors' revenue, which has been largely recurring in nature, comes from the sale of the Debtors' products and services under fixed-term contracts. The Debtors do not have a unilateral right to extend these contracts at the end of their term. If customers cancel or decide not to renew their contracts, the Debtors' business and financial results could be adversely and materially affected.

13. The Debtors' Business is Highly Dependent on Third Parties and the Failure of their Physical or Customer Infrastructure Within their Data Centers Could Lead to Significant Cost and Disruption that Could Reduce their Revenue and Harm their Business Reputation and/or Financial Results

The Debtors' business depends on providing customers with highly reliable data center solutions. The Debtors must safehouse their customers' infrastructure and equipment located in their data centers by ensuring that they remain operational at all times. Problems at one or more data centers, whether or not they are within the Debtors' control, could result in service interruptions or significant infrastructure or equipment damage. These could result from numerous externalities, including, but not limited to:

- human error;
- maintenance lapses and/or failures;
- equipment failure;
- availability of parts and materials necessary to appropriately maintain their infrastructure;
- cybersecurity incidents, including physical and electronic breaches;
- fires, earthquakes, hurricanes, floods, tornados or other nature disasters;
- extreme temperatures;
- water damage;
- fiber cuts;
- power loss, water loss and/or the loss of other local utilities;
- terrorist acts;
- sabotage and vandalism; and
- civil disorder.

The Debtors have service-level obligations to their customers. As a result, service interruptions or significant equipment damage in their data centers could result in difficulty maintaining service-level commitments to these customers and may invite potential claims related to such failures. Because the Debtors' data centers are critical to many of their customers' businesses, service interruptions or significant equipment damage in could also result in lost profits or other indirect or consequential damages to their customers. There can be no assurance that a court would enforce any contractual limitations on the Debtors' liability in the event that one of their customers brings a lawsuit as a result of a problem at one of their data centers. Furthermore, the Debtors may decide to reach settlements with affected customers irrespective of any such contractual limitations. Any such settlement may result in a reduction of revenue. In addition, any loss of service, equipment damage or inability to meet their service-level commitment obligations could reduce the confidence of their customers and could consequently impair their ability to obtain and retain customers, which would adversely affect both their ability to generate revenues and their operating results.

Furthermore, the Debtors are dependent upon internet service providers, telecommunications carriers and other website operators in North America, Europe, and Asia, some of which have experienced

significant system failures and electrical outages in the past. The Debtors' customers may in the future experience difficulties due to system failures unrelated to their systems and offerings. If, for any reason, these providers fail to provide the required services, the Debtors' business, financial condition, and results of operations could be materially and adversely impacted.

14. The Debtors May Overestimate or Underestimate Their Data Center Capacity Requirements, and their Operating Margins and Profitability Could Be Adversely Affected

The Debtors incur various costs of construction, leasing, and maintenance for their data centers, which constitute a significant portion of the Debtors' capital and operating expenses. In order to manage growth and ensure adequate capacity for new and existing customers while minimizing unnecessary excess capacity costs, the Debtors continuously evaluate their short- and long-term data center capacity requirements. If the Debtors overestimate the demand for their services and secure excess data center capacity, their operating margins could be materially reduced, which would materially impair the Debtors' profitability. Conversely, if the Debtors underestimate their data center capacity requirements, the Debtors may not be able to service the expanding needs of their existing customers and may be required to limit new customer acquisition, which may materially impair the Debtors' revenue growth. Substantial lead time is necessary to ensure that available space is adequate for the Debtors' needs and maximizes the Debtors' investment return. If the Debtors inaccurately forecast their space needs, the Debtors may be forced to enter into a data center lease that may not properly fit their needs and may potentially be required to pay more to secure the space if the current customer demand were to require immediate space expansion.

15. The Debtors May Not Be Able to Renew the Leases on Their Existing Facilities on Beneficial Terms, if at all, Which Could Adversely Affect the Debtors' Operating Results

The Debtors lease the space that houses their data centers in all but two of their locations. Their data center leases are typically long-term, non-cancellable leases. As of December 31, 2022, their data center leases have remaining lease terms of one year to thirty-two years. As of December 31, 2022, five of the Debtors' leased facilities had a lease term expiring in fewer than five years, and an additional three leased facilities had lease terms expiring in fewer than ten years.

The Debtors' landlords could attempt to evict them for reasons beyond their control. If the Debtors were forced to vacate any leased data center space, they would incur significant expense due to the high cost of relocating data center equipment and installing the necessary infrastructure elsewhere. They may also lose customers that chose their services based on the location of the relevant data center. In addition, the Debtors cannot provide any assurance that they will be able to renew their data center leases on or prior to their expiration dates on favorable terms, if at all. Certain of the Debtors' landlords may view them as a competitor, which may impact their willingness to extend their leases beyond their contracted expiration dates. If the Debtors are unable to renew their lease agreements, they could lose a significant number of customers who are unwilling to relocate their equipment to another one of their data center properties, which could have a material adverse effect on them. Yet, even if they are able to renew their lease agreements, the terms and costs of renewal may be less favorable than the existing lease arrangements. Failure to sufficiently increase revenue from customers at these facilities to offset these potentially higher costs could have a material adverse effect on the Debtors' financial performance. Further, they may be unable to maintain good working relationships with their landlords, which could potentially result in the loss of current customers. Such potentially strained relationships would have a significant impact on customer satisfaction, which would greatly reduce the Debtors' chances retaining their business.

16. Power Rate Increases, Power Outages, and Limited Availability of Electrical Resources May Adversely Affect the Debtors' Operating Results

The Debtors' data centers are occasionally affected by disruptions related to their electricity sources, such as planned or unplanned power outages and limitations on transmission or distribution. Unplanned power outages, including, but not limited to, those as a result of large storms, earthquakes, fires, tsunamis, cyberattacks could harm their customers and business. Some of the Debtors' data centers are located in leased buildings where, depending upon the lease requirements and number of tenants therein, they may not control some or all of the infrastructure, including generators and fuel tanks. As a result, in the event of a power outage, the Debtors may be dependent upon the landlord, as well as the utility company, to restore the power.

In each of their markets, the Debtors rely on third parties to provide a sufficient amount of power to support the needs of their current and future customers. At the same time, power and cooling requirements are increasing per unit of equipment. As a result, some customers are consuming an increasing amount of power for the same amount of infrastructure. The Debtors generally do not control the amount of power that their customers draw from their installed circuits, which can result in growth in the aggregate power consumption of their facilities beyond their original planning and expectations. This means that limitations on the capacity of electrical delivery systems and equipment could limit customer utilization of the data centers. These limitations could have a negative impact on the effective available capacity of a given data center and limit the Debtors' ability to grow their business, which could have a negative impact on their financial performance, operating results, and cash flows.

Recently, the cost of electricity has generally risen due to macroeconomic natural gas supply and demand constraints. These constraints initially began as a result of inadequate natural gas reserves in Europe to meet European demand in light of sanctions on Russia as a result of the ongoing military conflict between Russia and Ukraine. The Debtors' costs of electricity may also increase as a result of the physical effects of climate change, increased regulations driving alternative electricity generation, or as a result of their election to use renewable energy sources. To the extent the Debtors incur increased utility costs, such increased costs could materially impact their overall financial performance.

As current and future customers increase their power footprint in the Debtors' data centers over time, the corresponding reduction in available power could limit the Debtors' ability to increase occupancy rates or network density within existing data centers. Furthermore, at certain data centers, the aggregate maximum contractual obligation to provide power and cooling may exceed the physical capacity at such data centers if customers were to quickly increase their demand for power and cooling. If the Debtors are unable to increase the available power and/or cooling or move the customer to another data center with sufficient power and cooling, they could lose the customer and invite liability under their agreement with such customer. In addition, power and cooling systems are difficult and expensive to upgrade. Accordingly, the Debtors may not be able to efficiently upgrade or change these systems to meet new demands without incurring significant costs that they may not be able to pass on to their customers. Any such material loss of customers, liability, or additional costs could adversely affect the Debtors' business and overall financial condition.

17. The Wind-Down Budget, If Any, May Change Materially

In the event of an Asset Sale, the Debtors, the Committee, and the Required DIP Lenders will negotiate in good faith to establish a wind down budget to fund costs associated with pursuing confirmation of a chapter 11 plan, the wind down of any remaining assets of the Debtors' Estates, and otherwise administering the Debtors' Estates (the "Wind-Down Budget"). The Wind-Down Budget will be the Debtors' best estimates of actual expenses and revenues for the time period after the Debtors affirmatively elect to pursue an Asset Sale to the remainder of the Chapter 11 Cases. Creditors should be aware that such

numbers may change, potentially materially, and any changes to the actual expenses and revenues will ultimately impact the amount of Asset Sale proceeds available to be paid to creditors under the Plan.

D. Risks Related to the Offer and Issuance of Securities Under the Plan

1. The Debtors Do Not Intend to Register the Offer or Sale of New Common Stock and Certain Holders of New Common Stock May Be Restricted in Their Ability to Transfer or Sell Their Securities

The New Common Stock will not be registered under the Securities Act or any Blue-Sky Laws. As summarized in Article XII of this Disclosure Statement, entitled “Certain Securities Laws Matters,” certain of the New Common Stock may not be re-offered or resold except pursuant to an exemption from the registration requirements of the Securities Act and applicable Blue-Sky Laws. The Debtors do not intend currently to register the New Common Stock under the Securities Act. As a result, certain of the New Common Stock may be transferred or resold only in transactions exempt from the securities registration requirements of federal and applicable state laws.

The Debtors believe that all shares of New Common Stock (other than any New Common Stock underlying the Management Incentive Plan) issued after the Petition Date in exchange for the Claims described above will satisfy the requirements of section 1145(a) of the Bankruptcy Code. Accordingly, the Debtors believe that such New Common Stock (i) will not be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (ii) will be freely tradeable and transferable without registration under the Securities Act in the United States by the recipients thereof that are not, and have not been within 90 days of such transfer, an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the SEC or Blue-Sky Laws, if any, applicable at the time of any future transfer of such securities or instruments.

Any New Common Stock underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, will be considered “restricted securities,” and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom and pursuant to applicable Blue-Sky Laws. Holders of such restricted securities may not be entitled to have their restricted securities registered and are not permitted to resell them except in accordance with an available exemption from registration under the Securities Act. Generally, Rule 144 of the Securities Act would permit the resale of securities received by a Person after a specified holding period if current information regarding the issuer is publicly available and, under certain circumstances, volume limitations, manner of sale requirements and certain other conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an “affiliate” of the issuer. A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the SEC pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the SEC under Rule 144 after such holding period, as well as other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 may not be available for resales of such New Equity Interests by affiliates of the issuer. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and

Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

The Debtors make no representation regarding the right of any Holder of New Common Stock to freely resell such securities. See Article XII of this Disclosure Statement, entitled “Certain Securities Law Matters.”

2. A Liquid Trading Market for the Shares of New Common Stock May Not Develop

Although the Debtors may apply to relist the New Common Stock on a national securities exchange (subject to the terms of the Restructuring Support Agreement or other agreements that govern the Debtors after the Effective Date), the Debtors make no assurance that they will be able to obtain this listing or, even if the Debtors do, that liquid trading markets for shares of New Common Stock will develop. The liquidity of any market for New Common Stock will depend upon, among other things, the number of holders of shares of New Common Stock, the Debtors’ financial performance, and the market for similar securities, none of which can be determined or predicted. Accordingly, there can be no assurance that an active trading market for the New Common Stock will develop, nor can any assurance be given as to the liquidity or prices at which such securities might be traded. In the event an active trading market does not develop, the ability to transfer or sell New Common Stock may be substantially limited.

In addition, the Post-Effective Date Debtors do not expect to be subject to the reporting requirements of the Securities Act, and Holders of the New Common Stock will not be entitled to any information except as expressly required by the Governance Documents. As a result, the information which the Debtors are required to provide in order to issue the New Common Stock may be less than the Debtors would be required to provide if the New Common Stock were registered. Among other things, the Debtors may not be required to provide: (a) separate financial information for any subsidiary; (b) selected historical consolidated financial data of Cyxtera; (c) selected quarterly financial data of Cyxtera; (d) certain information about the Debtors’ disclosure controls and procedures and their internal controls over financial reporting; and (e) certain information regarding the Debtors’ executive compensation policies and practices and historical compensation information for their executive officers. This lack of information could impair your ability to evaluate your ownership and impair the marketability of the New Common Stock.

3. Certain Securities will be Subject to Resale Restrictions

The New Common Stock underlying the Management Incentive Plan to be issued under the Plan has not been registered under the Securities Act, any state securities laws, or the laws of any other jurisdiction. Such securities will be issued and sold, if at all, pursuant to an exemption from registration under the applicable securities laws. Accordingly, such securities will be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act and subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act, and other applicable law. In addition, holders of New Common Stock issued pursuant to Section 1145(a) of the Bankruptcy Code who are deemed to be “underwriters” under Section 1145(b) of the Bankruptcy Code will also be subject to resale restrictions. See Article XII of this Disclosure Statement for a further discussion of the transfer restrictions applicable to the securities.

4. The Trading Price for the New Common Stock May Be Depressed Following the Effective Date

Following the Effective Date of the Plan, certain shares of the New Common Stock may be sold to satisfy withholding tax requirements, to the extent necessary to fund such requirements. In addition, Holders of Claims that receive the New Common Stock may seek to sell such securities in an effort to obtain liquidity. These sales and the volume of New Common Stock available for trading could cause the

trading price for the New Common Stock to be depressed, particularly in the absence of an established trading market for the New Common Stock.

X. SOLICITATION AND VOTING PROCEDURES

This Disclosure Statement, which is accompanied by a Ballot to be used for voting on the Plan, is being distributed to the Holders of Claims in those Classes that are entitled to vote to accept or reject the Plan.

A. Holders of Claims Entitled to Vote on the Plan

Holders of Claims in Classes 3 and 4 (the “Voting Classes”) are entitled to vote to accept or reject the Plan. The Holders of Claims in the Voting Classes are Impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, Holders of Claims in the Voting Classes have the right to vote to accept or reject the Plan. The Debtors are **not** soliciting votes from Holders of Claims or Interests in Classes 1, 2, 5, 6, 7, or 8.

<p style="text-align: center;"><u>THE DISCUSSION OF THE SOLICITATION AND VOTING PROCESS SET FORTH IN THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY.</u></p> <p style="text-align: center;">PLEASE REFER TO THE DISCLOSURE STATEMENT ORDER AND SOLICITATION PROCEDURES FOR A MORE COMPREHENSIVE DESCRIPTION OF THE SOLICITATION AND VOTING PROCESS.</p>

B. Voting on the Plan

The Voting Deadline is **October 26, 2023, at 4:00 p.m. (prevailing Eastern Time)**. In order to be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed, and delivered as directed, so that your ballot or the master ballot containing your vote is actually received by the Solicitation Agent on or before the Voting Deadline. Ballots or master ballots returned by facsimile will not be counted.

C. Ballots Not Counted

No ballot will be counted toward Confirmation if, among other things: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed by the Voting Record Date (unless the applicable bar date has not yet passed, in which case such Claim shall be entitled to vote in the amount of \$1.00); (iv) any unsigned Ballot; (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; (vi) any Ballot sent to any of the Debtors, the Debtors’ agents or representatives, or the Debtors’ advisors (other than the Claims and Noticing Agent); and (vii) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described in the Disclosure Statement Order and the Solicitation Procedures attached thereto.

D. Votes Required for Acceptance by a Class

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number, of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Acceptance by a class of claims requires an affirmative vote of more than one-half in number of total allowed claims that have voted and an affirmative vote of at least two-thirds in dollar amount of the total allowed claims that

have voted. Acceptance by a class of interests requires an affirmative vote of at least two-thirds in amount of the total allowed interests that have voted.

E. Certain Factors to Be Considered Prior to Voting

There are a variety of factors that all Holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan and include, among other things:

- unless otherwise specifically indicated, the financial information contained in this Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and the Disclosure Statement;
- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;
- the Debtors may request Confirmation without the acceptance of the Plan by all Impaired Classes in accordance with section 1129(b) of the Bankruptcy Code; and
- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims and Professional Fee Claims.

While these factors could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, the occurrence or impact of such factors may not necessarily affect the validity of the vote of the Voting Classes or necessarily require a re-solicitation of the votes of Holders of Claims in the Voting Classes pursuant to section 1127 of the Bankruptcy Code.

For a further discussion of risk factors, please refer to “Risk Factors” described in Article IX of this Disclosure Statement.

F. Solicitation Procedures

1. Claims and Noticing Agent

The Debtors have retained Kurtzman Carson Consultants LLC to act as, among other things, the Claims and Noticing Agent in connection with the solicitation of votes to accept or reject the Plan.

2. Solicitation Package

The following materials constitute the solicitation package distributed to Holders of Claims in the Voting Classes (collectively, the “Solicitation Package”): (a) the Solicitation Procedures; (c) the applicable forms of Ballots, together with detailed voting instructions and instructions on how to submit the Ballots; (d) the Cover Letter, which describes the contents of the Solicitation Package and urges Holders of Claims in the Voting Classes to vote to accept the Plan; (e) the Confirmation Hearing Notice; (f) this Disclosure Statement (and the exhibits hereto, including the Plan); (g) the Disclosure Statement Order (without exhibits, except for the Solicitation Procedures); (h) a pre-addressed, postage pre-paid reply envelope; and (i) any additional documents that the Court has ordered to be made available to Holders of Claims in the Voting Classes.

3. Distribution of the Solicitation Package and Plan Supplement

The Debtors are causing the Claims and Noticing Agent to distribute the Solicitation Package to Holders of Claims in the Voting Classes on September 28, 2023, which is 28 days before the Voting Deadline (*i.e.*, 4:00 p.m. (prevailing Eastern Time) on October 26, 2023).

The Solicitation Package (except the Ballot) may also be obtained from the Claims and Noticing Agent by: (a) calling the Debtors' restructuring hotline at 877-726-6510 (domestic) or 424-236-7250 (international), (b) emailing <https://www.kccllc.net/cyxtera/inquiry>, and/or (c) writing to the Claims and Noticing Agent at Cyxtera Ballot Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings Filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, <https://www.kccllc.net/cyxtera> (free of charge), or for a fee via PACER at <https://www.pacer.gov/>.

The Debtors shall file the Plan Supplement, to the extent reasonably practicable, with the Bankruptcy Court no later than three (3) days before the Voting Deadline. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtors' restructuring website.

XI. CONFIRMATION OF THE PLAN

A. The Confirmation Hearing

Under section 1128(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Confirmation Hearing may, however, be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court or a notice of adjournment Filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to section 1127 of the Bankruptcy Code and the RSA, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that a party in interest may object to Confirmation. An objection to Confirmation of the Plan must be Filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received on or before the deadline to file such objections as set forth therein.

B. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of Holders of Claims or Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for plan confirmation; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for plan confirmation; and (3) the Plan has been proposed in good faith.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors, with the assistance of their advisors, have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared their projected consolidated balance sheet, income statement, and statement of cash flows (the “Financial Projections”). Creditors and other interested parties should review Article IX of this Disclosure Statement, entitled “Risk Factors,” for a discussion of certain factors that may affect the future financial performance of the Post-Effective Date Debtors.

On September 8, 2023, the Debtors filed the *Notice of Filing Liquidation Analysis and Financial Projections as Exhibits to the Disclosure Statement* [Docket No. 492]. The Financial Projections are attached hereto as **Exhibit E** and incorporated herein by reference. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not “impaired” under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.¹⁷

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to reject the plan. Thus, a class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number of the Allowed Claims in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds in amount of allowed interests in that class, counting only those interests that have *actually* voted to accept or to reject the plan. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds in amount of the Allowed Interests in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Pursuant to Article III.E of the Plan, if a Class contains Claims or Interests is eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

¹⁷ A class of claims is “impaired” within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

E. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors may request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims or interests of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. With respect to the fair and equitable requirement, no Class under the Plan will receive more than 100 percent of the amount of Allowed Claims or Interests in that Class. The Debtors believe that the Plan and the treatment of all Classes of Claims or Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Valuation

As described above, the Debtors continue to engage with multiple bidders with respect to a potential Sale Transaction. Because the Debtors do not want to prejudice the competitive sale process by disclosing expected recoveries for First Lien Claims or General Unsecured Claims, this Disclosure Statement does not include a valuation analysis. *See* 11 U.S.C. § 1125(b) ("The court may approve a disclosure statement without a valuation of the debtor or an appraisal of the debtor's assets."); *In re SiO2 Medical Products, Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. June 9, 2023) (ECF No. 378) (order approving disclosure

statement without a valuation analysis); *In re LBI Media, Inc.*, No. 18-12655 (CSS) (Bankr. D. Del. Jan. 22, 2019) (ECF No. 360) (same); *In re Z Gallerie, LLC.*, No. 19-10488 (LSS) (Bankr. D. Del. May 2, 2019) (ECF No. 259) (same); *In re PES Holdings, LLC.*, No. 19-11626 (KG) (Bankr. D. Del. Dec. 11, 2019) (ECF No. 259) (same). If the Debtors determine not to pursue a Sale Transaction, then the Plan will implement the Recapitalization Transaction, and the Debtors intend to file a valuation analysis with respect to the Recapitalization Transaction in advance of the Confirmation Hearing, to the extent necessary to obtain confirmation of the Plan.

G. Liquidation Analysis

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each Holder of a Claim or Interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting Holder would receive or retain if the debtors liquidated under chapter 7.

On September 8, 2023, the Debtors filed the *Notice of Filing Liquidation Analysis and Financial Projections as Exhibits to the Disclosure Statement* [Docket No. 492]. Attached hereto as **Exhibit D** and incorporated herein by reference is a liquidation analysis (the “Liquidation Analysis”) prepared by the Debtors’ financial and restructuring advisors, AlixPartners and Kirkland. As reflected in the Liquidation Analysis, the Debtors believe that liquidation of the Debtors’ businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims or Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to Holders of Claims or Interests than would a liquidation under chapter 7 of the Bankruptcy Code.

XII. CERTAIN SECURITIES LAW MATTERS

A. New Common Stock

As discussed herein, the Plan provides for the offer, issuance, sale, and distribution of New Common Stock to certain Holders of prepetition Claims against the Debtors. The Debtors believe that the class of New Common Stock will be “securities,” as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and any applicable state securities laws.

The Debtors further believe that the issuance of the New Common Stock (other than any New Common Stock underlying the Management Incentive Plan) after the Petition Date pursuant to the restructuring transactions under the Plan is, and subsequent transfers of such New Common Stock by the holders thereof that are not “underwriters” (which definition includes “Controlling Persons”) will be, exempt from federal and state securities registration requirements under the Bankruptcy Code, Securities Act and any applicable state securities laws as described in more detail below, except in certain limited circumstances.

In addition, any New Common Stock underlying the Management Incentive Plan will be offered, issued and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, and will also be considered “restricted securities.” Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder provide that the offering, issuance, and distribution of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act. Regulation S under the Securities Act provides an exemption from registration under the Securities Act for the offering, issuance, and distribution of securities in certain transactions to persons outside of the United States.

The following discussion of the issuance and transferability of the New Common Stock relates solely to matters arising under federal securities laws and state securities laws. The rights of holders of New Common Stock, including the right to transfer such interests, will also be subject to any restrictions in the Governance Documents to the extent applicable. Recipients of the New Common Stock are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable state securities laws.

B. Exemption from Registration Requirements; Issuance of New Common Stock under the Plan

All shares of New Common Stock (other than any New Common Stock underlying the Management Incentive Plan) will be issued after the Petition Date without registration under the Securities Act, state securities laws or any similar federal, state, or local law in reliance on Section 1145(a) of the Bankruptcy Code.

Section 1145 of the Bankruptcy Code provides, among other things, that Section 5 of the Securities Act and any other applicable U.S. state or local law requirements for the registration of issuance of a security do not apply to the offering, issuance, distribution or sale of stock, options, warrants or other securities by a debtor if (1) the offer or sale occurs under a plan of reorganization of the debtor, (2) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor or an affiliate thereof participating in the plan of reorganization, and (3) the securities are (i) issued in exchange for a claim against, interest in, or claim for an administrative expense against a debtor or an affiliate thereof participating in the plan of reorganization, or (ii) issued principally in such exchange and partly for cash or property. The Debtors believe that all shares of New Common Stock (other than any New Common Stock underlying the Management Incentive Plan) issued after the Petition Date in exchange for the Claims described above satisfy the requirements of section 1145(a) of the Bankruptcy Code.

Any New Common Stock underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration.

Accordingly, no registration statement will be filed under the Securities Act or any state securities laws with respect to the initial offer, issuance, and distribution of New Common Stock. Recipients of the New Common Stock are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable state securities laws. As discussed below, the exemptions provided for in section 1145(a) do not apply to an entity that is deemed an “underwriter” as such term is defined in section 1145(b) of the Bankruptcy Code.

C. Resales of New Common Stock; Definition of “Underwriter” Under Section 1145(b) of the Bankruptcy Code

1. Resales of New Common Stock Issued Pursuant to Section 1145

New Common Stock (other than any New Common Stock underlying the Management Incentive Plan) to the extent offered, issued, and distributed pursuant to section 1145 of the Bankruptcy Code, (i) will not be “restricted securities” as defined in Rule 144(a)(3) under the Securities Act, and (ii) will be transferable without registration under the Securities Act in the United States by the recipients thereof that are not, and have not been within 90 days of such transfer, an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 1145(b) of the Bankruptcy Code, and compliance with applicable securities laws and any rules and regulations of the SEC or Blue-Sky Laws, if any, applicable at the time of any future transfer of such securities or instruments.

Section 1145(b)(1) of the Bankruptcy Code defines an “underwriter” as one who, except with respect to “ordinary trading transactions” of an entity that is not an “issuer”: (1) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (2) offers to sell securities offered or sold under a plan for the holders of such securities; (3) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (a) with a view to distribution of such securities and (b) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (4) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer’s securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an “issuer” for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as “statutory underwriters” all “affiliates,” which are all Persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to “issuer,” as used in the definition of “underwriter” contained in section 2(a)(11) of the Securities Act, is intended to cover “Controlling Persons” of the issuer of the securities. “Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a “Controlling Person” of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor’s or its successor’s voting securities. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns 10% or more of a class of securities of a reorganized debtor may be presumed to be a “Controlling Person” and, therefore, an underwriter.

Resales of the New Common Stock issued in exchange for First Lien Claims pursuant to the Plan by entities deemed to be “underwriters” (which definition includes “Controlling Persons”) are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of such New Common Stock who are deemed to be “underwriters” may be entitled to resell their New Common Stock pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of control securities received by such Person if the requirements for sales of such control securities under Rule 144 have been met, including that current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an “underwriter” (including whether the Person is a “Controlling Person”) with respect to the New Common Stock would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an “underwriter” with respect to such New Common Stock and, in turn, whether any Person may freely trade such New Common Stock. However, the Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, Rule 144 may not be available for resales of such New Common Stock by Persons deemed to be underwriters or otherwise.

IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A RECIPIENT OF SECURITIES MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE POST-EFFECTIVE DATE DEBTORS, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES TO BE DISTRIBUTED PURSUANT TO THE PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF NEW COMMON STOCK

CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

2. Resales of New Common Stock Issued Pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or Other Available Exemptions from Registration

To the extent the exemption set forth Section 1145(a) of the Bankruptcy Code is unavailable, New Common Stock will be offered, issued, and distributed in reliance of Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration. Any New Common Stock underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, will be considered “restricted securities,” and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom and pursuant to applicable Blue-Sky Laws.

Generally, Rule 144 of the Securities Act provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an “affiliate” of the issuer. Rule 144 defines an affiliate as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.” A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the SEC pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the SEC under Rule 144 after such holding period, as well as other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 may not be available for resales of such New Common Stock by affiliates of the Debtors. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

In addition, in connection with resales of any New Common Stock offered, issued and distributed pursuant to Regulation S under the Securities Act: (i) the offer or sale, if made prior to the expiration of the one-year distribution compliance period (six months for a reporting issuer), may not be made to a U.S. person or for the account or benefit of a U.S. person (other than a distributor); and (ii) the offer or sale, if made prior to the expiration of the applicable one-year or six-month distribution compliance period, is made pursuant to the following conditions: (a) the purchaser (other than a distributor) certifies that it is not a U.S. person and is not acquiring the securities for the account or benefit of any U.S. person or is a U.S. person who purchased securities in a transaction that did not require registration under the Securities Act; and (b) the purchaser agrees to resell such securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.

Notwithstanding anything to the contrary in this Disclosure Statement, no Entity shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan or this Disclosure Statement, including, for the avoidance of doubt, whether the New Common Stock are exempt from the registration requirements of Section 5 of the Securities Act.

In addition to the foregoing restrictions, the New Common Stock will also be subject to any applicable transfer restrictions contained in the Governance Documents.

PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISOR WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER THE FEDERAL OR STATE SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE SECURITIES OR THE BANKRUPTCY MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT. IN LIGHT OF THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS, WE ENCOURAGE EACH RECIPIENT OF SECURITIES AND PARTY IN INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A SECURITY IS EXEMPT FROM THE REGISTRATION REQUIREMENTS UNDER THE FEDERAL OR STATE SECURITIES LAWS OR WHETHER A PARTICULAR RECIPIENT OF NEW COMMON STOCK MAY BE AN UNDERWRITER, WE MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE SECURITIES ISSUED UNDER THE PLAN.

XIII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors, the Post-Effective Date Debtors, and to certain Holders (which, solely for purposes of this discussion, means the beneficial owners for U.S. federal income tax purposes) of Allowed First Lien and General Unsecured Claims. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the “IRC”), the U.S. Treasury Regulations promulgated thereunder (the “Treasury Regulations”), judicial decisions and authorities, published administrative rules, positions and pronouncements of the U.S. Internal Revenue Service (the “IRS”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those summarized herein. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and the Debtors do not intend to seek a ruling or determination from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts and no assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or to Holders of Allowed First Lien and General Unsecured Claims in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders of Claims subject to special treatment under the U.S. federal income tax laws (including, for example, banks, brokers dealers, mutual funds, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax-exempt organizations, controlled foreign corporations, passive

foreign investment companies, small business investment companies, foreign taxpayers, Persons who are related to the Debtors within the meaning of the IRC, Persons liable for alternative minimum tax, Holders of Claims whose functional currency is not the U.S. dollar, Holders of Claims who prepare “applicable financial statements” (as defined in section 451 of the IRC), Persons using a mark-to-market method of accounting, Holders of Claims who are themselves in bankruptcy, regulated investment companies, and those holding, or who will hold, any property described herein as part of a hedge, straddle, conversion, or other integrated transaction). Moreover, this summary does not address any aspect of U.S. non-income (including state or gift), state, local, or non-U.S. taxation, considerations under any applicable tax treaty or any tax arising under section 1411 of the IRC (the “Medicare” tax on certain investment income). Furthermore, this summary assumes that a Holder of an Allowed Claim holds only Claims in a single class and holds such Claims and New Common Stock, as applicable, as “capital assets” (within the meaning of section 1221 of the IRC). This summary also assumes that the various debt and other arrangements to which the Debtors and the Post-Effective Date Debtors are or will be a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors “solely as a creditor” for purposes of section 897 of the IRC. This discussion also assumes that none of the Allowed Claims is treated as a “short-term” debt instrument or a “contingent payment debt instrument” for U.S. federal income tax purposes and that each of the Allowed Claims are denominated in U.S. dollars. This summary does not discuss differences in tax consequences to Holders of Claims that act or receive consideration in a capacity other than as a Holder of a Claim, and the tax consequences for such Holders may differ materially from that described below. This summary does not address the U.S. federal income tax consequences to Holders of Claims (a) whose Claims are Unimpaired or otherwise entitled to payment in full in Cash under the Plan, (b) that are deemed to reject the Plan, or (c) that are otherwise not entitled to vote to accept or reject the Plan.

For purposes of this discussion, a “U.S. Holder” is a Holder of an Allowed First Lien Claim and/or a General Unsecured Claim that for U.S. federal income tax purposes is: (1) an individual citizen or resident of the United States; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (a) if a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more “United States persons” (within the meaning of section 7701(a)(30) of the IRC) has authority to control all substantial decisions of the trust or (b) that has a valid election in effect under applicable Treasury Regulations to be treated as a “United States person” (within the meaning of section 7701(a)(30) of the IRC). For purposes of this discussion, a “Non-U.S. Holder” is any Holder of an Allowed First Lien Claim or a General Unsecured Claim that is not a U.S. Holder other than any partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of an Allowed First Lien Claim or a General Unsecured Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the partnership (or other pass-through entity). Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Allowed First Lien Claim and/or a General Unsecured Claims are urged to consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE U.S. FEDERAL INCOME

TAX CONSEQUENCES TO THEM OF THE PLAN, AS WELL AS THE CONSEQUENCES TO THEM OF THE PLAN ARISING UNDER ANY OTHER U.S. FEDERAL TAX LAWS OR THE LAWS OF ANY STATE, LOCAL, OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TREATY.

B. Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors and the Post-Effective Date Debtors

1. Characterization of the Restructuring Transactions

The Debtors expect that the Restructuring Transactions will be structured in one of two ways: (a) a recapitalization of the existing Debtors (referred to as a Recapitalization Transaction), or (b) a sale transaction for some or substantially all of the New Common Stock of Reorganized Cyxtera (referred to as an Equity Investment Transaction) and/or substantially all of the Debtors' assets (referred to as an Asset Sale and together with an Equity Investment Transaction, a Sale Transaction). The Debtors have not yet determined whether the Restructuring Transactions will be consummated as a Recapitalization Transaction, an Equity Investment Transaction or an Asset Sale. Such decision will depend on, among other things, finalizing certain modeling and analytical determinations. This discussion assumes that the Restructuring Transactions will not be structured in a manner intended to constitute a tax-free reorganization pursuant to sections 368(a)(1)(G) and 354 of the IRC.

The Debtors generally do not expect to recognize any gain or loss as a result of consummating a Recapitalization Transaction or an Equity Investment Transaction. In an Asset Sale, the Debtors will generally realize gain or loss in an amount equal to the difference between the value of the consideration received by the Debtors (including, for this purpose, assumption of liabilities) and the Debtors' tax basis in such assets sold. Any such gain generally will be reduced by the amount of tax attributes available for use by the Debtors, and any remaining gain will be recognized by the Debtors and result in a cash tax obligation. In either a Recapitalization Transaction or a Sale Transaction, the Debtors will be subject to the rules discussed below with respect to cancellation of indebtedness income ("COD Income") and, other than in an Asset Sale, the limitations on net operating losses ("NOLs"), deferred deductions under section 163(j) of the IRC ("163(j) Deductions") and other tax attributes.

If the Restructuring Transactions are structured as a Recapitalization Transaction, the Debtors expect to (i) structure the transaction such that any New Common Stock that is to be received by the Holders of Allowed First Lien Claims will first be issued and contributed by Reorganized Cyxtera to the Prepetition Borrower and, thereafter, such New Common Stock will be transferred by the Prepetition Borrower to such Holders in exchange for their Allowed First Lien Claims pursuant to the Plan, and (ii) treat such transactions as occurring in the same order described in the immediately preceding clause (i) (*i.e.*, issuance followed by contribution followed by exchange) for U.S. federal income tax purposes. The Debtors believe, and intend to take the position that, this treatment applies for U.S. federal income tax purposes, and the remainder of the discussion assumes such treatment. The tax consequences to the Debtors, the Post-Effective Date Debtors, and Holders of Allowed First Lien Claims described herein could be materially different in the event this characterization is not respected for U.S. federal income tax purposes.

2. Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a taxpayer will realize and recognize COD Income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied over (b) the sum of (i) the issue price of the New Takeback Facility Loans and (ii) the fair market value of the New Common Stock and/or Cash and any other consideration, in each case, given in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the IRC, however, a taxpayer will not be required to include any amount of COD Income in gross income if the taxpayer is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a taxpayer-debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the IRC. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the Post-Effective Date Debtors remain subject immediately after the discharge); (f) passive activity loss and credit carryovers; and (g) foreign tax credits carryovers. 163(j) Deductions are not subject to reduction under these rules. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC.

As noted above, in connection with the Restructuring Transactions, the Debtors expect to realize COD Income. The exact amount of any COD Income that will be realized by the Debtors will not be determinable until the consummation of the Plan because the amount of COD Income will depend, in part, on the issue price of the New Takeback Facility Loans and the fair market value of the New Common Stock and any other consideration, none of which can be determined until after the Plan is consummated.

3. Limitation on NOLs, 163(j) Deductions, and Other Tax Attributes

After giving effect to the reduction in tax attributes pursuant to excluded COD Income described above, the Post-Effective Date Debtors' ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the IRC.¹⁸

Under sections 382 and 383 of the IRC, if the Debtors undergo an "ownership change," the amount of any remaining NOL carryforwards, tax credit carryforwards, 163(j) Deductions, and possibly certain other attributes (potentially including losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change and cost recovery deductions) of the Debtors allocable to periods prior to the Effective Date (collectively, "Pre-Change Losses") that may be utilized to offset future taxable income generally are subject to an annual limitation. For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following

¹⁸ The IRS issued proposed regulations in September 2019 that would revoke IRS Notice 2003-65 and make substantial changes to the way limitations under section 382 of the IRC are calculated. The changes would decrease the limitation set forth in section 382 of the IRC in most cases and potentially cause entities that would have had a net unrealized built-in gain under Notice 2003-65 to instead have a net unrealized built-in loss, which would result in additional limitations on the ability to deduct Pre-Change Losses (as defined below). Additionally, the IRS issued further proposed regulations in January 2020 that would provide certain transition relief for the application of any finalized regulation. Under such transition relief, any finalized regulations would apply only to ownership changes occurring 31 days after the regulations are finalized and certain specified and identifiable transactions would be subject to a "grandfathering" rule that allows for application of the prior IRS Notice 2003-65 rules. Additionally, the "grandfathering" rule would also apply as long as a company files its chapter 11 case within 31 days of the issuance of final regulations, even where the applicable ownership change occurs more than 31 days after finalization of the regulations. The Debtors anticipate that the Effective Date will occur before any such finalized regulations would be applicable (or that such a "grandfathering" rule would apply to the Restructuring Transactions) and, accordingly, the remainder of this discussion assumes that Notice 2003-65 will apply to the Post-Effective Date Debtors. In the event the proposed regulations are finalized more than 31 days prior to the Effective Date, and the "grandfather" rule does not apply to prevent the finalized regulations from being applied to the Debtors and/or Post-Effective Date Debtors, the Debtors will make a supplemental filing to explain the potential effect of such finalized regulations.

five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) \$10,000,000 or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the ownership change.

The rules of section 382 of the IRC are complicated, but as a general matter, the Debtors anticipate that the issuance of New Common Stock pursuant to the Plan will result in an "ownership change" of the Debtors for these purposes, and that the Post-Effective Date Debtors' use of the Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the IRC applies.

a. General Section 382 Annual Limitation

In general, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (i) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments), and (ii) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the three-calendar-month period ending with the calendar month in which the ownership change occurs, currently 3.01 percent for July 2023). The annual limitation may be increased to the extent that the Post-Effective Date Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the IRC applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. If the corporation or consolidated group does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses (absent any increases due to recognized built-in gains). As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

b. Special Bankruptcy Exceptions

Special rules may apply in the case of a corporation that experiences an "ownership change" as a result of a bankruptcy proceeding. An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the 382(l)(5) Exception are satisfied, a debtor's Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the debtor during the three taxable years preceding the effective date of the plan of reorganization and during the part of the taxable year prior to and including the effective date of the plan of reorganization in respect of all debt converted into stock pursuant to the reorganization. If the 382(l)(5) Exception applies and the Post-Effective Date Debtors undergo another "ownership change" within two years after the Effective Date, then the Post-Effective Date Debtors' Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor corporation does not qualify for it or the debtor corporation otherwise elects not to utilize the 382(l)(5) Exception), another exception will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of (i) the value of the debtor corporation's new stock (with certain adjustments) immediately after the ownership change

or (ii) the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that, under it, a debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation would be determined under the regular rules for ownership changes.

The Debtors have not determined whether the 382(l)(5) Exception will be available or, if it is available, whether the Post-Effective Date Debtors will elect out of its application.

C. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. U.S. Holders of Allowed Claims are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

1. Consequences of the Restructuring Transactions to U.S. Holders of Allowed First Lien Claims

Pursuant to the Plan, in exchange for full and final satisfaction, compromise, settlement, release, and discharge of their Claims, each U.S. Holder of an Allowed First Lien Claim will receive its *pro rata* share of, (a) in the event of the Recapitalization Transaction, 100 percent of the New Common Stock issued pursuant to the Plan on the Effective Date, subject to dilution on account of the Management Incentive Plan, and (b) in the event of the Sale Transaction, the Distributable Consideration.

The U.S. federal income tax consequences to a U.S. Holder of Allowed First Lien Claims in a Recapitalization Transaction will depend, in part, on whether for U.S. federal income tax purposes the (a) Allowed First Lien Claim surrendered by such U.S. Holder constitutes a "security" of a Debtor, and (b) the New Common Stock received by such U.S. Holder constitutes a stock or a "security" issued by the same entity against which the Claim is asserted (or, an entity that is a "party to a reorganization" with such entity). Neither the IRC nor the Treasury Regulations promulgated thereunder define the term "security." Whether a debt instrument constitutes a "security" is determined based on all relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that the instrument is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, the convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

In general, as discussed in more detail below, for U.S. federal income tax purposes, a Recapitalization Transaction is expected to be at least partially taxable (and may be a fully taxable) to holders of Allowed First Lien Claims because the New Common Stock is expected to be issued by an entity other than the issuer of the Allowed First Lien Claims for U.S. federal income tax purposes and, therefore, the holders of such Claims are not exchanging a "security" for stock of the same issuer.

Due to the inherently factual nature of the determination of whether a debt instrument constitutes a “security”, U.S. Holders of Allowed First Lien Claims are urged to consult their tax advisors regarding the status of the Allowed First Lien Claims as “securities” for U.S. federal income tax purposes.

a. Treatment of U.S. Holders of Allowed First Lien Claims if the Restructuring Transactions are structured as a Recapitalization Transaction

In a Recapitalization Transaction, the entity issuing the New Common Stock under the Plan will not be the same entity as the Debtor against which the Allowed First Lien Claims are asserted (or an entity that is a “party to a reorganization” with such Debtor for U.S. federal income tax purposes). Accordingly, the exchange of such Claims should generally be treated as a taxable exchange pursuant to section 1001 of the IRC. A U.S. Holder of an Allowed First Lien Claim generally should recognize gain or loss equal to (a) the fair market value of the New Common Stock received less (b) the U.S. Holder’s adjusted tax basis in its Allowed First Lien Claim. The adjusted tax basis of a U.S. Holder’s Allowed First Lien Claims generally will equal a U.S. Holder’s purchase price for such Allowed First Lien Claims, reduced in the event that the U.S. Holder claimed a bad debt deduction with respect to such Allowed First Lien Claims, increased by any original issue discount previously accrued and any market discount previously included in income, and reduced by any amortizable bond premium previously amortized and any payments previously received that do not constitute “qualified stated interest.” The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Allowed First Lien Claim in such U.S. Holder’s hands, whether such Claim constitutes a capital asset in the hands of the U.S. Holder, whether such Claim was purchased at a discount, and whether and to what extent the U.S. Holder has previously claimed a bad debt deduction with respect to such Claim. If recognized gain or loss is capital gain or loss, it would generally constitute long-term capital gain or loss if the U.S. Holder has held such Claim for longer than one year. Non-corporate taxpayers are generally subject to a reduced federal income tax rate on net long-term capital gains. The deductibility of capital losses is subject to certain limitations. A U.S. Holder should obtain a tax basis in the New Common Stock equal to the fair market value of the New Common Stock as of the date such New Common Stock is distributed to such U.S. Holder. The holding period for any such New Common Stock should begin on the day following the receipt of such New Common Stock.

The treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but unpaid interest or market discount, which differs from the treatment described above, is discussed below.

b. Treatment of U.S. Holders of Allowed First Lien Claims if the Restructuring Transactions are structured as a Sale Transaction

If the Restructuring Transactions are structured as a Sale Transaction, then the exchange of such Claims should generally be treated as a taxable exchange pursuant to section 1001 of the IRC. In such case, a U.S. Holder of an Allowed First Lien Claim generally should recognize gain or loss equal to (a) the amount of Cash received, if any, *less* (b) the U.S. Holder’s adjusted tax basis in its Allowed First Lien Claim. The adjusted tax basis of a U.S. Holder’s Allowed First Lien Claims generally will equal a U.S. Holder’s purchase price for such Allowed First Lien Claims, reduced in the event that the U.S. Holder claimed a bad debt deduction with respect to such Allowed First Lien Claims, increased by any original issue discount previously accrued and any market discount previously included in income, and reduced by any amortizable bond premium previously amortized and any payments previously received that do not constitute “qualified stated interest.” The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Allowed First Lien Claim in such U.S. Holder’s hands, whether such Claim constitutes a

capital asset in the hands of the U.S. Holder, whether such Claim was purchased at a discount, and whether and to what extent the U.S. Holder has previously claimed a bad debt deduction with respect to such Claim. If recognized gain or loss is capital gain or loss, it would generally constitute long-term capital gain or loss if the U.S. Holder has held such Claim for longer than one year. Non-corporate taxpayers are generally subject to a reduced federal income tax rate on net long-term capital gains. The deductibility of capital losses is subject to certain limitations.

The treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but unpaid interest or market discount, which differs from the treatment described above, is discussed below.

2. Consequences of the Restructuring Transactions to U.S. Holders of Allowed General Unsecured Claims

Except to the extent that a U.S. Holder of an Allowed General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each U.S. Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the GUC Trust Net Assets. Accordingly, subject to the discussion of accrued interest and market discount below, each Holder of a General Unsecured Claim would generally recognize gain or loss in the exchange in an amount equal to the difference between (i) the sum of the amount of the cash transferred to the GUC Trust and treated as received in respect of its Claim and (ii) such Holder's adjusted tax basis in its General Unsecured Claim. Generally, this gain or loss will be subject to the rules described above in "Consequences of the Restructuring Transactions to U.S. Holders of Allowed First Lien Claims."

a. Liquidating Trust Treatment

Although not free from doubt, other than with respect to any Assets that are subject to potential Disputed Claims of ownership or uncertain distributions, the GUC Trust is intended to be classified as a "liquidating trust" under section 301.7701-4(d) of the Treasury Regulations and qualify as a "grantor trust" within the meaning of sections 671 through 679 of the IRC to the U.S. Holders of Allowed General Unsecured Claims. The Debtors intend to take the position that this treatment applies to the extent reasonably practicable. In such case, any beneficiaries of the GUC Trust would be treated as grantors and deemed owners thereof and, for all U.S. federal income tax purposes, any beneficiaries would be treated as if they had received a distribution of an undivided interest in the GUC Trust Net Assets and then contributed such undivided interest in the GUC Trust Net Assets to the GUC Trust. If this treatment applies, the person or persons responsible for administering the GUC Trust shall, in an expeditious but orderly manner, make timely distributions to beneficiaries of the GUC Trust pursuant to the Plan and not unduly prolong its duration. The GUC Trust would not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein or in the governing documents for the GUC Trust.

Other than with respect to any assets of the GUC Trust that are subject to potential disputed claims of ownership or uncertain distributions, the treatment of the deemed transfer of assets to applicable U.S. Holders of Allowed General Unsecured Claims prior to the contribution of such assets to the GUC Trust should generally be consistent with the treatment described above with respect to the receipt of the applicable assets directly.

As soon as reasonably practicable after the transfer of the Debtors' assets to the GUC Trust, the GUC Trust shall make a good faith valuation of such assets. All parties to the GUC Trust (including, without limitation, the Debtors, the Post-Effective Date Debtors, U.S. Holders of Allowed General Unsecured Claims, and the beneficiaries of the GUC Trust) must consistently use such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

Other than with respect to any assets of the GUC Trust that are subject to potential disputed claims of ownership or uncertain distributions, no entity-level tax should be imposed on the GUC Trust with respect to earnings generated by the assets held by it. Each beneficiary must report on its U.S. federal income tax return its allocable share of income, gain, loss, deduction and credit, if any, recognized or incurred by the GUC Trust, even if no distributions are made. Allocations of taxable income with respect to the GUC Trust shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restriction on distributions described herein) if, immediately before such deemed distribution, the GUC Trust had distributed all of its other assets (valued for this purpose at their tax book value) to the beneficiaries, taking into account all prior and concurrent distributions from the GUC Trust. Similarly, taxable losses of the GUC Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets. The tax book value of the assets for this purpose shall equal their respective fair market values on the Effective Date or, if later, the date such assets were acquired, adjusted in either case in accordance with the tax accounting principles prescribed by the applicable provisions of the IRC, Treasury Regulations and other applicable administrative and judicial authorities and pronouncements.

The character of items of income, gain, loss, deduction and credit to any U.S. Holder of a beneficial interest in the GUC Trust, and the ability of such U.S. Holder to benefit from any deductions or losses, may depend on the particular circumstances or status of the U.S. Holder. Taxable income or loss allocated to a beneficiary should be treated as income or loss with respect to the interest of such beneficiary in the GUC Trust and not as income or loss with respect to such beneficiary's applicable Allowed General Unsecured Claim. In the event any tax is imposed on the GUC Trust, the person or persons responsible for administering the GUC Trust shall be responsible for payment, solely out of the assets of the GUC Trust, of any such taxes imposed on the GUC Trust.

Other than with respect to any assets of the GUC Trust that are subject to potential disputed claims of ownership or uncertain distributions, after the Effective Date, a U.S. Holder's share of any collections received on the assets of the GUC Trust should not be included, for U.S. federal income tax purposes, in the U.S. Holder's amount realized in respect of its Allowed General Unsecured Claim but should be separately treated as amounts realized in respect of such U.S. Holder's ownership interest in the underlying assets of the GUC Trust.

The person or persons responsible for administering the GUC Trust shall be liable to prepare and provide to, or file with, the appropriate taxing authorities and other required parties such notices, tax returns and other filings, including all U.S. federal, state and local tax returns as may be required under the Bankruptcy Code, the Plan or by other applicable law, including, if required under applicable law, notices required to report interest or dividend income. The person or persons responsible for administering the GUC Trust will file tax returns pursuant to section 1.671-4(a) of the Treasury Regulations on the basis that the GUC Trust is a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations and related Treasury Regulations. As soon as reasonably practicable after the close of each taxable year, the person or persons responsible for administering the GUC Trust will send each affected beneficiary a statement setting forth such beneficiary's respective share of income, gain, deduction, loss and credit for the year, and will instruct the Holder to report all such items on its tax return for such year and to pay any tax due with respect thereto.

b. Disputed Ownership Fund Treatment

With respect to any of the assets of the GUC Trust that are subject to potential disputed claims of ownership or uncertain distributions, *or* to the extent "liquidating trust" treatment is otherwise unavailable, the Debtors anticipate that such assets will be subject to disputed ownership fund treatment under section 1.468B-9 of the Treasury Regulations, that any appropriate elections with respect thereto shall be made, and that such treatment will also be applied to the extent possible for state and local tax purposes. Under

such treatment, a separate federal income tax return shall be filed with the IRS for any such account. Any taxes (including with respect to interest, if any, earned in the account) imposed on such account shall be paid out of the assets of the respective account (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). To the extent property is not distributed to U.S. Holders of applicable Claims on the Effective Date but, instead, is transferred to any such account, although not free from doubt, U.S. Holders should not recognize any gain or loss with respect to such property on the date that the property is so transferred. Instead, gain or loss should be recognized when and to the extent property is actually distributed to such U.S. Holders.

3. Accrued Interest

To the extent that the fair market value of the consideration received by a U.S. Holder on an exchange of its Allowed Claim under the Plan is attributable to accrued but unpaid interest on such Allowed Claim, the receipt of such amount generally should be taxable to the U.S. Holder as ordinary interest income (to the extent such amount was not previously included in the gross income of such U.S. Holder). Conversely, a U.S. Holder of an Allowed Claim may be able to deduct a loss to the extent that any accrued interest on such debt instruments was previously included in the U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair market value of the consideration received by a U.S. Holder of an Allowed Claim under the Plan is not sufficient to fully satisfy all principal and interest on its Allowed Claim, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration distributed to U.S. Holders will be allocated first to the principal amount of the Allowed Claim, with any excess allocated to accrued but unpaid interest, if any, on such U.S. Holder's Allowed Claims. Certain legislative history indicates that an allocation of consideration between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, and certain case law generally indicates that a final payment on a distressed debt instrument that is insufficient to repay outstanding principal and interest will be allocated first to principal, rather than interest. Certain Treasury Regulations, however, allocates payments first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan.

U.S. Holders of Allowed Claims are urged to consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

4. Market Discount

Under the "market discount" provisions of the IRC, some or all of any gain realized by a U.S. Holder of an Allowed Claim who exchanges such Allowed Claim for an amount on the Effective Date may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on such exchanged Allowed Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the U.S. Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a *de minimis* amount (equal to 1/4 of 1 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the remaining number of complete years to maturity).

Any gain recognized by a U.S. Holder on the disposition of an Allowed Claim (determined as described above) which was acquired with market discount should be treated as ordinary income to the extent of the amount of market discount that accrued thereon while such Allowed Claim was treated as held by such U.S. Holder (unless such U.S. Holder elected to include such amount of market discount in income

as it accrued). To the extent that a U.S. Holder exchanges any Allowed Claim that was acquired with market discount in a tax-free transaction for other property, any market discount that accrued on such Allowed Claim (*i.e.*, up to the time of the exchange), but was not recognized by such U.S. Holder, is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of such property is treated as ordinary income to the extent of such accrued, but not recognized, market discount.

U.S. Holders of Allowed Claims are urged to consult their own tax advisors concerning the application of the market discount rules to their Allowed Claim.

5. Consequences to U.S. Holders of the Ownership and Disposition of New Common Stock

a. Dividends on New Common Stock

Any distributions made on account of the New Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Cyxtera as determined under U.S. federal income tax principles. “Qualified dividend income” received by an individual U.S. Holder is subject to preferential tax rates. To the extent that a U.S. Holder receives distributions that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder’s basis in its shares of the New Common Stock. Any such distributions in excess of the U.S. Holder’s basis in its shares of the New Common Stock (determined on a share-by-share basis) generally will be treated as capital gain.

Subject to applicable limitations, distributions treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction so long as Reorganized Cyxtera has sufficient earnings and profits and certain holding period requirements are satisfied. The length of time that a U.S. Holder has held its stock is reduced for any period during which such U.S. Holder’s risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends-received deduction may be disallowed.

b. Sale, Redemption, or Repurchase of New Common Stock

Unless a non-recognition provision applies, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of the New Common Stock. Such capital gain generally will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the U.S. Holder has held the New Common Stock for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described below. Under the recapture rules of section 108(e)(7) of the IRC, a U.S. Holder may be required to treat gain recognized on the taxable disposition of the New Common Stock, as applicable as ordinary income if such U.S. Holder took a bad debt deduction with respect to its Allowed First Lien Claims or recognized an ordinary loss on the exchange of its Allowed First Lien Claims for New Common Stock.

D. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan and includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders of Allowed First Lien Claims and General Unsecured Claims. This discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax

consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, local, non-U.S., and non-income tax consequences of the consummation of the Plan to such Non-U.S. Holder and the ownership and disposition of the New Common Stock.

1. Gain Recognition by Non-U.S. Holders of Allowed first Lien Claims

Any gain realized by a Non-U.S. Holder of an Allowed First Lien Claim on the exchange of its Allowed First Lien Claims (other than any gain attributable to accrued but untaxed interest (or original issue discount, if any), which will be taxable in the same manner as described below in “Accrued Interest”) generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, if an applicable income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder’s capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange if such gain is effectively connected with the Non-U.S. Holder’s conduct of a trade or business in the United States in the same manner as a U.S. Holder. In order to claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or suitable substitute or successor form or such other form as the IRS may prescribe). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. Accrued Interest

Subject to the discussion of FATCA below, payments to a Non-U.S. Holder that are attributable to accrued but untaxed interest (or original issue discount, if any) with respect to Allowed First Lien Claims generally will not be subject to U.S. federal income or withholding tax, *provided* that the Non-U.S. Holder provides to the withholding agent, prior to receipt of such payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

(a) the Non-U.S. Holder actually or constructively owns ten percent or more of the total combined voting power of all classes of Debtor’s stock entitled to vote;

(b) the Non-U.S. Holder is a “controlled foreign corporation” that is a “related person” with respect to Debtor (each, within the meaning of the IRC);

(c) the non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the IRC; or

(d) such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax on a net basis generally in the same manner as a U.S. Holder (unless an applicable income tax treaty provides

otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued interest at a rate of thirty percent (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for the exemption from withholding tax with respect to accrued but untaxed interest (or original issue discount, if any) that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a thirty percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on any payments that are attributable to accrued but untaxed interest (or original issue discount, if any). For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business. As described above in more detail under the heading "Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders - Accrued Interest," the aggregate consideration to be distributed to holders of Allowed Claims in each Class will be allocated first to the principal amount of such Allowed Claims, with any excess allocated to accrued but unpaid interest on such Allowed Claims, if any.

3. Gain Recognition by Non-U.S. Holders of Allowed General Unsecured Claims

Except to the extent that a Non-U.S. Holder of an Allowed General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the GUC Trust Net Assets and will generally be subject to the rules described above in "Gain Recognition by Non-U.S. Holders of Allowed First Lien Claims."

3. Consequences to Non-U.S. Holders of the Ownership and Disposition of New Common Stock

a. Dividends

Any distributions made with respect to New Common Stock (other than certain distributions of stock of Reorganized Cyxtera) will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Cyxtera, as determined under U.S. federal income tax principles (and thereafter first as a return of capital which reduces basis and then, generally, capital gain). Except as described below, dividends paid with respect to New Common Stock held by a Non-U.S. Holder that are not ECI (or, if an applicable income tax treaty applies, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under an applicable income tax treaty by filing IRS Form W-8BEN or W-8BEN-E, as applicable (or suitable substitute or successor form or such other form as the IRS may prescribe), upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower applicable income tax treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to New Common Stock held by a Non-U.S. Holder that are ECI (and, if an applicable income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are

attributable to the dividends at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

If Reorganized Debtor is considered a “U.S. real property holding corporation” (a “USRPHC”), distributions to a Non-U.S. Holder will generally be subject to withholding by Reorganized Debtor at a rate of 15 percent to the extent they are not treated as dividends. In the event the New Common Stock are regularly traded on an established market, withholding would not be required if the Non-U.S. Holder does not directly or indirectly own (and has not directly or indirectly owned) more than 5 percent of the aggregate fair market value of the class of equity interests that includes New Common Stock during a specified testing period. Exceptions to such withholding may also be available to the extent a Non-U.S. Holder furnishes a certificate qualifying such Non-U.S. Holder for a reduction or exemption of withholding pursuant to applicable Treasury Regulations. The Debtors believe they are, and will be, USRPHCs, in light of the nature of their assets and business operations, but no formal study has been or will be conducted in this regard.

b. Sale, Redemption, or Repurchase of New Common Stock

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a cash redemption) of New Common Stock of Reorganized Cxtera unless:

- (i) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition or who is subject to special rules applicable to former citizens and residents of the United States;
- (ii) such gain is ECI (and, if an applicable income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or
- (iii) the issuer of such New Common Stock is or has been during a specified testing period a “USRPHC.”

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder’s capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of New Common Stock. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

If the third exception applies, a non-U.S. Holder of New Common Stock generally will be subject to U.S. federal income tax on any gain recognized on the disposition of all or a portion of its New Common Stock under the Foreign Investment in Real Property Tax Act and the Treasury Regulations thereunder (“FIRPTA”). Taxable gain from a non-U.S. Holder’s disposition of an interest in a USRPHC (generally equal to the difference between the amount realized and the non-U.S. Holder’s adjusted tax basis in such interest) would constitute ECI. A non-U.S. Holder would also be subject to withholding tax equal to fifteen percent of the amount realized on the disposition and generally required to file a U.S. federal income tax return. The amount of any such withholding may be allowed as a credit against the non-U.S. Holder’s U.S. federal income tax liability and may entitle the non-U.S. Holder to a refund if the non-U.S. Holder properly and timely files a tax return with the IRS.

In general, a corporation would be a USRPHC with respect to a non-U.S. Holder if the fair market value of the corporation’s U.S. real property interests (as defined in the IRC and applicable Treasury

Regulations) equals or exceeds fifty percent of the aggregate fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business (applying certain look-through rules to evaluate the assets of subsidiaries) at any time within the shorter of (a) the five-year period ending on the effective time of the applicable disposition or (b) the non-U.S. Holder's holding period for its interests in the corporation. As discussed above, the Debtors believe they are, and will be, USRPHCs, in light of the nature of their assets and business operations, but no formal study has been or will be conducted in this regard.

In general, FIRPTA will not apply upon a non-U.S. Holder's disposition of its New Common Stock if (x) the New Common Stock is treated as "regularly traded" on an established market and continue to be regularly traded on an established market and (y) the non-U.S. Holder did not directly or indirectly own more than five percent of the value of the New Common Stock during a specified testing period.

4. FATCA

Under legislation commonly referred to as the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding at a rate of 30 percent on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual or periodical income, and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

Withholding with respect to the gross proceeds of a disposition of any stock, debt instrument, or other property that can produce U.S.-source dividends or interest has been eliminated under proposed Treasury Regulations, which can be relied on until final regulations become effective.

Each Non-U.S. Holder are urged to consult its own tax advisor regarding the possible impact of FATCA withholding rules on such Non-U.S. Holder.

E. Information Reporting and Back-Up Withholding

The Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding (currently at a rate of 24 percent) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption)). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; *provided* that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders subject to the Plan are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

XIV. CERTAIN CANADIAN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following is a summary of the principal Canadian federal income tax consequences of the Plan to a Holder of General Unsecured Claims who, at all relevant times for purposes of the Income Tax Act (Canada) (the "Canadian Tax Act"), deals at arm's length with and is not affiliated with Cyxtera or any other entity related to Cyxtera, and holds its General Unsecured Claims as capital property. The General Unsecured Claims will generally be considered to be capital property to a Holder thereof unless either the Holder of General Unsecured Claims holds (or will hold) such securities in the course of carrying on a business, or the Holder of General Unsecured Claims has acquired (or will acquire) such securities in a transaction or transactions considered to be an adventure in the nature of trade.

This summary does not apply to (a) a Holder of General Unsecured Claim an interest in which is a "tax shelter investment" as defined in the Canadian Tax Act, (b) a Holder of General Unsecured Claim that is a "financial institution" for purposes of the "mark-to-market" rules as defined in the Canadian Tax Act, (c) a Holder of General Unsecured Claim that is a "specified financial institution" as defined in the Canadian Tax Act, (d) a Holder of General Unsecured Claims that has made the "functional currency" reporting election, or (e) a Canadian Holder (as defined below) in relation to which Cyxtera is a "foreign affiliate" as defined in the Canadian Tax Act. Such Holders of General Unsecured Claims should consult with their own tax advisors.

This summary is based on the current provisions of the Canadian Tax Act, the regulations thereunder (the "Canadian Regulations") and the understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency (the "CRA") publicly available prior to the date of the filing of this Disclosure Statement. The summary also takes into account all specific proposals to amend the Canadian Tax Act and Canadian Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date of the filing of this Disclosure Statement (the "Canadian Tax Proposals") and assumes that all such Canadian Tax Proposals will be enacted in the form proposed. No assurance can be given that the Canadian Tax Proposals will be enacted in the form proposed or at all. This summary does not take into account or anticipate any changes in law or administrative policies or assess practices of the CRA, whether by way of judicial, governmental or legislative action or decisions, nor does it address any provincial, territorial or foreign tax legislation or considerations.

This summary is of a general nature only, is not exhaustive of all Canadian federal income tax consequences, and is not intended to be, nor should it be construed as, legal or tax advice to any particular Holder of General Unsecured Claims. Holders of General Unsecured Claims are urged to consult their own tax advisors as to the tax consequences to them of the Plan in their particular circumstances.

For purpose of the Canadian Tax Act, all amounts, including cost, proceeds of disposition, interest or dividends received and accrued must be determined in Canadian currency at applicable exchange rates as determined in accordance with the Canadian Tax Act. The amount of interest and any capital gain or capital loss of a Holder of General Unsecured Claims may be affected by fluctuations in Canadian dollar exchange rates.

B. Residents of Canada

This portion of the summary applies to a Holder of General Unsecured Claim who, for the purposes of the Canadian Tax Act and any applicable income tax treaty or convention, and at all relevant times, is or is deemed to be resident of Canada (a “Canadian Holder”). Certain Canadian Holders whose General Unsecured Claims issued by Canadian Debtors that might not otherwise qualify as capital property may, in certain circumstances, treat the General Unsecured Claims issued by Canadian Debtors as capital property by making an irrevocable election pursuant to subsection 39(4) of the Canadian Tax Act, to the extent such General Unsecured Claims are “Canadian securities” as defined in the Canadian Tax Act. Therefore, this election will not apply to the General Unsecured Claims that are not Canadian securities. Canadian Holders are advised to consult their own tax advisors regarding such an election.

1. Exchange of the General Unsecured Claim

A Canadian Holder will be considered to have disposed of its General Unsecured Claims upon the exchange of such General Unsecured Claims for cash. Under the Plan, any cash received will be allocated first to the principal amount of the General Unsecured Claims, and the balance, if any, to the accrued interest with respect to the General Unsecured Claims.

A Canadian Holder that is a corporation, partnership, unit trust, or any trust of which a corporation or partnership is a beneficiary will generally be required to include in income the amount of interest accrued or deemed to accrue on the General Unsecured Claims up to the Effective Date or that became receivable or was received on or before the Effective Date, to the extent that such amounts have not otherwise been included in the Canadian Holder’s income for the taxation year or a preceding taxation year. Any other Canadian Holder, including an individual, will be required to include in income for a taxation year any interest on the General Unsecured Claims received or receivable by such Canadian Holder in the taxation year (depending upon the method regularly followed by the Canadian Holder in computing income) except to the extent that such amount was otherwise included in its income for the taxation year or a preceding taxation year. In addition, if such Canadian Holder has not otherwise included interest in the General Unsecured Claims in computing the Canadian Holder’s income at periodic intervals of not more than one year, such Canadian Holder will be required to include in computing income for a taxation year any interest that accrues to the Canadian Holder on the General Unsecured Claims up to the end of any “anniversary day” (as defined in the Canadian Tax Act) in that taxation year to the extent such interest was not otherwise included in computing the Canadian Holder’s income for that taxation year or a preceding taxation year. Generally, a Canadian Holder should be entitled to deduct in computing income for the year of disposition, amounts that were included in computing the Canadian Holder’s income for the year of disposition or a preceding taxation year as interest in respect of the General Unsecured Claims, to the extent that such amounts were not received or receivable by the Canadian Holder and were not deducted by the Canadian Holder in computing income for the year of disposition or a preceding taxation year.

In general, a Canadian Holder will realize a capital gain (or capital loss) on the exchange of the General Unsecured Claims equal to the amount by which any cash received, net of any amount included in the Canadian Holder’s income as interest, exceeds (or is exceeded by) the adjusted cost base to the Canadian Holder of such General Unsecured Claims, *plus* any reasonable costs of disposition. The tax treatment of any capital gain (or capital loss) realized is described below under the heading “Taxation of Capital Gains and Capital Losses.”

2. Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a “Taxable Capital Gain”) realized by a Canadian Holder for a taxation year must be included in the Canadian Holder’s income in the year. A Canadian Holder is required to deduct one-half of any capital loss (an “allowable capital loss”) realized in the taxation year

from Taxable Capital Gains realized in that year, and allowable capital losses in excess of Taxable Capital Gains may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent year, from net Taxable Capital Gains realized in such years to the extent and under the circumstances described in the Canadian Tax Act.

3. Additional Refundable Tax

A Canadian Holder that is throughout the year a “Canadian-controlled private corporation” (as defined in the Canadian Tax Act) may be liable to pay an additional refundable tax of 6 and 2/3 percent on certain investment income, including amounts in respect of interest, certain dividends and Taxable Capital Gains.

C. Non-Residents of Canada

This portion of the summary applies to a Holder of General Unsecured Claims that, for the purposes of the Canadian Tax Act and any applicable income tax treaty or convention and at all relevant times, is not and will not be deemed to be resident of Canada and does not use or hold the General Unsecured Claims in carrying on a business in Canada (a “Non-Canadian Holder”). In addition, this summary does not apply to an insurer who carries on an insurance business in Canada and elsewhere or an authorized foreign bank that carries on a Canadian banking business.

1. Exchange of the General Unsecured Claims

Upon the exchange by a Non-Canadian Holder of the General Unsecured Claims for cash, no taxes will be payable under the Canadian Tax Act by such a Non-Canadian Holder.

D. Consequences to the Canadian Debtors

The exchange of General Unsecured Claims will result in the settlement or extinguishment of the General Unsecured Claims. The “forgiven amount”, as defined in the Canadian Tax Act, arising from the settlement or extinguishment will reduce, in prescribed order, certain tax attributes of the relevant Canadian Debtors, including non-capital losses, net capital losses, cumulative eligible capital, undepreciated capital cost of depreciable property and the adjusted cost base of certain capital property (the “Canadian Tax Shield”). Generally, one half of the amount by which the forgiven amount exceeds the Canadian Tax Shield (such amount, the “Excess”) will be required to be included in the relevant Canadian Debtor’s income for the taxation year in which the Effective Date takes place, unless the Excess was otherwise assigned by such relevant Canadian Debtor to other Canadian Debtors that are “eligible transferees” as defined in the Canadian Tax Act for reduction of such other Canadian Debtors’ Canadian Tax Shield.

XV. RECOMMENDATION OF THE DEBTORS

In the opinion of the Debtors and the Committee, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors’ creditors than would otherwise result in any other scenario. Accordingly, both recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: September 26, 2023

Cyxtera Technologies, Inc.
on behalf of itself and all other Debtors

By: /s/ Eric Koza

Eric Koza
Chief Restructuring Officer

Exhibit A

Plan of Reorganization

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-14853 (JKS)
)
) (Jointly Administered)
)

SECOND AMENDED JOINT PLAN OF
REORGANIZATION OF CYXTERA TECHNOLOGIES, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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Dated: September 24, 2023

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' proposed Claims and Noticing Agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida, 33134.

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INTRODUCTION

Cyxtera Technologies, Inc. and the above-captioned debtors and debtors in possession propose the Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations as well as a summary and description of the Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911–1930; (d) Adequate Protection Claims (as defined in the DIP Orders); (e) Restructuring Expenses; (f) the Disinterested Director Fee Claims; and (g) the Canadian Fee Claims.

2. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which: (a) with respect to Administrative Claims other than Professional Fee Claims, shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.

3. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if the reference Entity were a debtor in a case under the Bankruptcy Code.

4. “*Agents*” means, collectively, the DIP Agent, the Prepetition Agent, the Bridge Facility Agent, the New Takeback Facility Agent, and the Receivables Program Agent, including, in each case, any successors thereto.

5. “*AHG*” means that certain ad hoc group of Holders of Term Loan Claims represented by the AHG Advisors.

6. “*AHG Advisors*” means (i) Gibson, Dunn & Crutcher LLP, (ii) Houlihan Lokey Capital, Inc., (iii) Gibbons P.C., and (iv) Goodmans LLP.

7. “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not required under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed and for which no Proof of Claim has been timely filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract,

instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions under the Plan on account of such Claims or Interests. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes. For the avoidance of doubt, a Proof of Claim Filed after the applicable bar date shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

8. “*Asset Sale*” means a Sale Transaction in which the Debtors sell all or substantially all of their assets to the Purchaser pursuant to the Purchase Agreement.

9. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of New Jersey.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

12. “*Bidding Procedures*” means the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order.

13. “*Bidding Procedures Documents*” means the Bidding Procedures, the Bidding Procedures Motion, and the Bidding Procedures Order.

14. “*Bidding Procedures Motion*” means the *Debtors’ Motion for Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 95].

15. “*Bidding Procedures Order*” means the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180].

16. “*Bridge Facility*” means that certain super senior financing facility issued pursuant to the Bridge Facility Credit Agreement.

17. “*Bridge Facility Agent*” means Wilmington Savings Fund Society, FSB, in its capacity as administrative and collateral agent under the Bridge Facility Credit Agreement.

18. “*Bridge Facility Credit Agreement*” means that certain Frist Lien Priority Credit Agreement dated as of May 4, 2023, by and among Initial Holdings, the Prepetition Borrower, the lenders party thereto, and the Bridge Facility Agent.

19. “*Bridge Facility Documents*” means the Bridge Facility Credit Agreement and any other documentation necessary to effectuate the incurrence of the Bridge Facility.

20. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

21. “*Canadian Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to (i) Gowling WLG (Canada) LLP, in its capacity as Cyxtera’s Canadian counsel pursuant to its engagement letter with Cyxtera; (ii) Alvarez & Marsal Canada Inc., in its capacity as the information officer in *In the Matter of Cyxtera Technologies Inc.*, (2023) Court File No. 2301-07385 (Can. Alta. KB); and (iii) McMillan LLP, in its capacity as counsel to Alvarez & Marsal Canada Inc. On the Effective Date, the Canadian Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

22. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

23. “*Cash Collateral*” has the meaning set forth in section 363(a) of the Bankruptcy Code.

24. “*Cause of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

25. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

26. “*Claim*” means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

27. “*Claims and Noticing Agent*” means Kurtzman Carson Consultants LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

28. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Post-Effective Date Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

29. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

30. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

31. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

32. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code as set forth in the *Notice of Appointment of Official Committee of Unsecured Creditors* [Docket No. 133] and as may be reconstituted from time to time.

33. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order on the docket of the Chapter 11 Cases.

34. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

35. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

36. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, the form and substance of which shall be subject to the consent rights set forth in the RSA, and, in the event of a Sale Transaction, shall also be in form and substance reasonably acceptable to the Purchaser.

37. “*Consenting Lenders*” means, collectively, the Holders of First Lien Claims that are signatories to the RSA or any subsequent Holder of First Lien Claims that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

38. “*Consenting Sponsors*” means, collectively, the Holders of Existing Equity Interests that are signatories to the RSA or any subsequent Holder of Existing Equity Interests that becomes party thereto in accordance with the terms of the RSA, each solely in their capacity as such.

39. “*Consenting Stakeholders*” means, collectively, the Consenting Lenders and the Consenting Sponsors.

40. “*Consummation*” means the occurrence of the Effective Date.

41. “*Cure*” means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

42. “*Cyxtera*” means Cyxtera Technologies, Inc.

43. “*D&O Liability Insurance Policies*” means all insurance policies (including any “tail policy”) covering any of the Debtors’ current or former directors’, managers’, officers’ and/or employees’ liability and all agreements, documents, or instruments relating thereto.

44. “*Debtor Release*” means the release set forth in Article VIII.C hereof.

45. “*Debtors*” means, collectively, each of the following: Cyxtera Technologies, Inc., Cyxtera Canada TRS, ULC, Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, Cyxtera Communications, LLC, Cyxtera Data Centers, Inc., Cyxtera DC Holdings, Inc., Cyxtera DC Parent Holdings, Inc., Cyxtera Digital Services, LLC, Cyxtera Employer Services, LLC, Cyxtera Federal Group, Inc., Cyxtera Holdings, LLC, Cyxtera Management, Inc., Cyxtera Netherlands B.V., Cyxtera Technologies Maryland, Inc., and Cyxtera Technologies, LLC.

46. “*Definitive Documents*” means, collectively and as applicable, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the New Organizational Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Documents; (f) the New Takeback Facility Documents, (g) the Plan (and all exhibits thereto); (h) the Confirmation Order; (i) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (and motion(s) seeking approval thereof); (j) all material pleadings Filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) the MIP Documents; (m) any and all filings with or requests for regulatory or other approvals from any governmental entity or unit, other than ordinary course filings and requests, necessary or desirable to implement the Restructuring Transactions; (n) the Bridge Facility Documents; (o) the Bidding Procedures Documents; (p) the Purchase Agreement; and (q) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the Plan. For

the avoidance of doubt, the form and substance of each Definitive Document shall be subject to the consent rights set forth in the RSA.

47. “*DIP Agent*” means the administrative agent and collateral agent under the DIP Facility.

48. “*DIP Agent Advisors*” means ArentFox Schiff LLP, in its capacity as counsel to the DIP Agent and the Prepetition Priority Administrative Agent (as defined in the DIP Orders).

49. “*DIP Claims*” means any Claim against any Debtor derived from, based upon, or arising under the DIP Facility, the DIP Credit Agreement, or the other DIP Documents.

50. “*DIP Credit Agreement*” means that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June 7, 2023, by and among Initial Holdings, Prepetition Borrower, the lenders party thereto, and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent.

51. “*DIP Documents*” means, collectively, the DIP Credit Agreement and any other documents governing the DIP Facility, including the DIP Orders, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

52. “*DIP Facility*” means the superpriority senior secured debtor-in-possession credit facility provided for under the DIP Documents.

53. “*DIP Lenders*” means, collectively, each lender under the DIP Facility.

54. “*DIP Loans*” means the loans issued pursuant to the DIP Credit Agreement.

55. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order.

56. “*Disbursing Agent*” means, with respect to all distributions to be made under the Plan other than distributions on account of General Unsecured Claims, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, or any Entity the Debtors, the Post-Effective Date Debtors, or the Plan Administrator selects to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and, with the respective Agent’s prior written consent, the Agents, as applicable.

57. “*Disclosure Statement*” means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

58. “*Disinterested Director Fee Claims*” means all unpaid fees and expenses as of the Effective Date due to the disinterested directors of Cyxtera pursuant to their respective director agreements with Cyxtera. On the Effective Date, the Disinterested Director Fee Claims shall be deemed Allowed Administrative Claims against Cyxtera.

59. “*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or Proof of Interest or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

60. “*Disputed Claims Reserve Amount*” means Cash in an amount to be determined by the Debtors in consultation with the Required Consenting Term Lenders, which amount shall be used to fund the Disputed Claims Reserve.

61. “*Disputed Claims Reserve*” means the account to be established on the Effective Date and funded with the Disputed Claims Reserve Amount for distribution as set forth in Article VII.G, if any.

62. “*Distributable Consideration*” means, in the event of a Sale Transaction, all Cash of the Debtors or the Post-Effective Date Debtors, as applicable, on or after the Effective Date, including any Cash comprising the Purchase Price and the Residual Cash, after payment of the Administrative Claims, DIP Claims, Professional Fee Claims, Disinterested Director Fee Claims, Canadian Fee Claims, Restructuring Expenses, Priority Tax Claims, Receivables Program Claims, Other Secured Claims, and Other Priority Claims, each as set forth in the Plan, and funding the Professional Fee Escrow Account, the GUC Trust, the Disputed Claims Reserve, the Wind-Down Reserve, and the Priority Claims Reserve, as applicable, *plus* any non-Cash consideration comprising the Purchase Price *plus* any proceeds generated by any Cause of Action retained by the Post-Effective Date Debtors.

63. “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date agreed to by the Debtors and the Required Consenting Term Lenders.

64. “*Distribution Reserve Accounts*” means, in the event of an Asset Sale, the Priority Claims Reserve and the Wind-Down Reserve established pursuant to the Plan.

65. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Confirmation Order is in effect, and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

66. “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

67. “*Equity Investment Transaction*” means a restructuring under the Plan pursuant to which, among other things, the Purchaser purchases all or substantially all of the New Common Stock in exchange for the Purchase Price.

68. “*Equity Security*” means any equity security, as defined in section 101(16) of the Bankruptcy Code, in a Debtor.

69. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

70. “*Exchange Act*” means the Securities Exchange Act of 1934, as amended, 15 U.S.C. §§ 78a et seq, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

71. “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) the Post-Effective Date Debtors, (c) the Committee and the members of the Committee; (d) the Plan Administrator (as applicable); and (e) with respect to each of the foregoing Entities in clauses (a) through (d), each of the Related Parties of such Entity.

72. “*Executory Contract*” means a contract to which one or more of the Debtors are a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

73. “*Existing Equity Interests*” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of Cyxtera (in each case whether or not arising under or in connection with any employment agreement) immediately prior to the consummation of the transactions contemplated in the Plan.

74. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

75. “*File*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “*Filed*” and “*Filing*” shall have correlative meanings.

76. “*Final DIP Order*” means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297].

77. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a “*Final Order*” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

78. “*Final Receivables Program Order*” means the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295].

79. “*First Lien Claims*” means, collectively, the RCF Claims and the Term Loan Claims.

80. “*First Lien Credit Agreement*” means that certain First Lien Credit Agreement, dated as of May 17, 2017, by and among the Prepetition Borrower, Initial Holdings, the lenders from time to time party thereto, and the Prepetition Agent, as the same may be amended, supplemented, or otherwise modified from time to time.

81. “*First Lien Credit Documents*” means the First Lien Credit Agreement and any other documentation necessary to effectuate the incurrence of the Revolving Credit Facility or the Term Loan Facilities.

82. “*General Unsecured Claim*” means any Claim that is not (a) an Administrative Claim, (b) a Professional Fee Claim, (c) a Priority Tax Claim, (d) a Secured Tax Claim, (e) a DIP Claim, (f) an Other Secured Claim, (g) an Other Priority Claim, (h) a First Lien Claim, (i) a Receivables Program Claim, (j) an Intercompany Claim, (k) a Section 510 Claim, (l) a Disinterested Director Fee Claim, (m) a Canadian Fee Claim, or (n) a Restructuring Expense.

83. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Post-Effective Date Debtors, as applicable.

84. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

85. “*GUC Trust*” means the trust established on the Effective Date in accordance with the Plan to hold the GUC Trust Assets and administer Allowed General Unsecured Claims pursuant to the GUC Trust Agreement.

86. “*GUC Trust Agreement*” means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the GUC Trust to be entered into on or before the Effective Date between the Debtors and the GUC Trustee, which agreement shall be in form and substance acceptable to the Debtors, the Committee, and the Required Consenting Term Lenders.

87. “*GUC Trust Assets*” means \$8.65 million in Cash to be transferred by the Debtors to the GUC Trust on the Effective Date.

88. “*GUC Trustee*” means, in its capacity as such, the Person selected by the Committee in consultation with the Debtors and the Required Consenting Term Lenders, and any successor thereto, in accordance with the GUC Trust Agreement.

89. “*GUC Trust Fees and Expenses*” means all reasonable and documented fees, expenses, and costs (including any taxes imposed on or payable by the GUC Trust or in respect of the GUC Trust Assets) incurred by the GUC Trust, any professionals retained by the GUC Trust, and any additional amount determined necessary by the GUC Trustee to adequately reserve for the operating expenses of the GUC Trust.

90. “*GUC Trust Net Assets*” means the GUC Trust Assets *less* the GUC Trust Fees and Expenses.

91. “*Holder*” means an Entity that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

92. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

93. “*Initial Holdings*” means Cyxtera DC Parent Holdings, Inc.

94. “*Intercompany Claim*” means any Claim against a Debtor held by another Debtor.

95. “*Intercompany Interest*” means an Interest in a Debtor held by another Debtor.

96. “*Interest*” means, collectively, (a) any Equity Security in any Debtor and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, or repurchase rights; convertible, exercisable, or exchangeable securities; or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

97. “*Interim DIP Order*” means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70].

98. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

99. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

100. “*Management Incentive Plan*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the management incentive plan reserving up to 10 percent of the New Common Stock on a fully diluted basis, with structure, awards, and terms of the management incentive plan to be determined by the New Board, which management incentive plan shall be acceptable to the Required Consenting Term Lenders and the Debtors.

101. “*MIP Documents*” means, collectively, the documents governing the Management Incentive Plan, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

102. “*New Board*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the board of directors or similar Governing Body of Reorganized Cyxtera, which shall be acceptable to the Required Consenting Term Lenders, including, without limitation, with respect to the number and identity of the directors.

103. “*New Common Stock*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, a single class of common equity interests issued by Reorganized Cyxtera on the Effective Date.

104. “*New Organizational Documents*” means, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the documents providing for corporate governance of Reorganized Cyxtera and the other Post-Effective Date Debtors, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable) and in form and substance subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, in form and substance reasonably acceptable to the Purchaser.

105. “*New Takeback Facility*” means, in the event of a Recapitalization Transaction, a new senior secured, first lien, “first out” term loan facility, in an initial aggregate principal amount of \$200,468,511.87 *plus* any accrued and unpaid interest, fees, costs, charges, expenses, and any other accrued and unpaid amounts under the DIP Documents as of the Effective Date, to be incurred by the Debtors on the Effective Date in connection with effectuating the Recapitalization Transaction in accordance with the Plan and the Restructuring Transactions Memorandum, in each case as determined by the Debtors and in form and substance subject to the consent rights set forth in the RSA.

106. “*New Takeback Facility Agent*” means the agent under the New Takeback Facility Credit Agreement.

107. “*New Takeback Facility Credit Agreement*” means the credit agreement with respect to the New Takeback Facility, as may be amended, supplemented, or otherwise modified from time to time and which shall be in form and substance subject to the consent rights set forth in the RSA.

108. “*New Takeback Facility Documents*” means the New Takeback Facility Credit Agreement and any other documentation necessary or appropriate to effectuate the incurrence of the New Takeback Facility, each of which shall be in form and substance subject to the consent rights set forth in the RSA.

109. “*New Takeback Facility Loans*” means loans issued under the New Takeback Facility.

110. “*Other Priority Claim*” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

111. “*Other Secured Claim*” means any Secured Claim against the Debtors other than the DIP Claims, the Priority Tax Claims, the Receivables Program Claims, or the First Lien Claims.

112. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

113. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

114. “*Plan*” means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

115. “*Plan Administrator*” means, in the event of an Asset Sale, the Person selected by the Debtors and the Required Consenting Term Lenders to administer all assets of the Estates vested in the Post-Effective Date Debtors, and thereafter, all assets held from time to time by the Post-Effective Date Debtors.

116. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

117. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to

be Filed by the Debtors, to the extent reasonably practicable, no later than three (3) days before the deadline to vote to accept or reject the Plan or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the New Organizational Documents; (b) the identity and members of the New Board; (c) the Schedule of Retained Causes of Action; (d) the New Takeback Facility Documents; (e) the Restructuring Transactions Memorandum; (f) the Rejected Executory Contract and Unexpired Lease List, if any; (g) the GUC Trust Agreement; (h) in the event of an asset sale, the identity of the Plan Administrator and the terms of compensation of the Plan Administrator; (i) in the event of a Sale Transaction, the Purchase Agreement; and (j) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

118. “*Post-Effective Date Debtors*” means the Debtors after the Effective Date or the Plan Administrator, as applicable.

119. “*Purchaser*” means, in the event that the Debtors, with the consent of the Required Consenting Term Lenders, determine to pursue a Sale Transaction, the “[Purchaser]” under and as defined in the Purchase Agreement.

120. “*Purchase Agreement*” means the purchase agreement to be entered into by the Debtors and the Purchaser in accordance with the Bidding Procedures, which shall be in form and substance subject to the consent rights set forth in the RSA.

121. “*Prepetition Agent*” means Citibank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

122. “*Prepetition Borrower*” means Cyxtera DC Holdings, Inc. (f/k/a Colorado Buyer Inc.).

123. “*Prepetition First Lien Administrative Agent Advisors*” means (i) Davis Polk & Wardwell LLP, (ii) Greenberg Traurig, LLP, and (iii) FTI Consulting, Inc.

124. “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

125. “*Priority Claims Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator on the Effective Date and funded with the Priority Claims Reserve Amount for distribution to Holders of Priority Claims (except for Professional Fee Claims) as set forth in Article II.

126. “*Priority Claims Reserve Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined in the Debtors’ reasonable business judgment and in consultation with the Required Consenting Term Lenders, which amount shall be used by the Plan Administrator to fund the Priority Claims Reserve.

127. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

128. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

129. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals reasonably estimate in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

130. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

131. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

132. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases by the applicable bar date.

133. “*Proof of Interest*” means a proof of Interest filed in any of the Debtors in the Chapter 11 Cases.

134. “*Purchase Price*” has the meaning set forth in the Bidding Procedures.

135. “*RCF Claims*” means any Claim on account of the Revolving Credit Facility.

136. “*Recapitalization Transaction*” means, in the event that the Debtors, with the consent of the Required Consenting Term Lenders, do not determine to pursue a Sale Transaction, the restructuring transaction pursuant to the Plan, pursuant to which, among other things, Holders of First Lien Claims receive 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan.

137. “*Receivables Program*” means that certain trade receivables securitization facility pursuant to the Receivables Program Documents and approved by the Final Receivables Program Order.

138. “*Receivables Program Agent*” means, collectively, PNC Bank, National Association, in its capacity as Administrative Agent under the Receivables Program Documents, and PNC Capital Markets LLC, in its capacity as Structuring Agent under the Receivables Program Documents, including, in each case, any successors thereto.

139. “*Receivables Program Claims*” means any Claims constituting Receivables Program Obligations (as defined in the Final Receivables Program Order).

140. “*Receivables Program Documents*” means, collectively, the “Transaction Documents” as defined in the Final Receivables Program Order, as such documents may be amended, supplemented, or otherwise modified from time to time in accordance with their terms.

141. “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” and “Reinstatement” shall have correlative meanings.

142. “*Rejected Executory Contract and Unexpired Lease List*” means the list to be included in the Plan Supplement, as determined by the Debtors and subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, reasonably acceptable to the Purchaser, of Executory Contracts and Unexpired Leases that will be rejected by the Post-Effective Date Debtors, pursuant to the Plan, which list may be amended from time to time subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, with the reasonable consent of the Purchaser.

143. “*Related Party*” means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

144. “*Released Party*” means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Releasing Party; (e) each Agent; (f) each DIP Lender; (g) in the event of a Sale Transaction, the Purchaser; (h) the Committee and each member of the Committee;

(i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); (j) each Related Party of each Entity in clause (a) through this clause (j); *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases described in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.²

145. “*Releasing Party*” means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Post-Effective Date Debtors; (c) each DIP Lender; (d) each Agent; (e) each Consenting Stakeholder; (f) in the event of a Sale Transaction, the Purchaser; (g) the Committee and each member of the Committee; (h) all Holders of Claims that vote to accept the Plan; (i) all Holders of Claims who are deemed to accept the Plan but who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (j) all Holders of Claims who abstain from voting on the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided for in the Plan; (k) all Holders of Claims or Interests who vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided for in the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided for in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through (k); and (m) each Related Party of each Entity in clause (a) through (l) for which such Entity is legally entitled to bind such Related Party to the releases contained in the Plan under applicable law; *provided* that, for the avoidance of doubt, an Entity in clause (i) through clause (k) shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

146. “*Reorganized Cyxtera*” means Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

147. “*Required Consenting Term Lenders*” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Lenders.

148. “*Residual Cash*” means, in the event of a Sale Transaction, the sum of (a) any amounts remaining in the Professional Fee Escrow Account after payment in full of all Allowed Professional Fee Claims, (b) any amounts remaining in the Priority Claims Reserve after payment in full of all Allowed Priority Claims and Allowed Administrative Claims (other than Professional Fee Claims), (c) any amounts remaining in the Disputed Claim Reserve after the final resolution of Disputed Claims, and (d) any amounts remaining in the Wind-Down Reserve after entry of a final decree closing the last of the Chapter 11 Cases.

149. “*Restructuring Expenses*” means the reasonable and documented fees and expenses accrued from the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors of: (i) the AHG Advisors; (ii) the DIP Agent Advisors; and (iii) the Prepetition First Lien Administrative Agent Advisors.

150. “*Restructuring Term Sheet*” means the term sheet attached to the RSA as Exhibit B.

151. “*Restructuring Transactions*” means the transactions described in Article IV.B of the Plan.

152. “*Restructuring Transactions Memorandum*” means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement, which shall be in form and substance acceptable to the Required Consenting Term Lenders, and, in the event of a Sale Transaction, the Purchaser.

² [NTD: Release provisions subject to ongoing review, including as part of the Special Committee investigation.]

153. “*Revolving Credit Facility*” means that certain first lien, multi-currency revolving credit facility issued pursuant to the First Lien Credit Agreement.

154. “*RSA*” means that certain restructuring support agreement, dated as of May 4, 2023, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto (including the Restructuring Term Sheet), as may be amended, modified, or supplemented from time to time, in accordance with its terms.

155. “*Sale Transaction*” means, as applicable, either an Equity Investment Transaction or an Asset Sale.

156. “*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time, which shall be subject to the consent rights set forth in the RSA and, in the event of a Sale Transaction, subject to the consent of the Purchaser.

157. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, including any amendments or supplements thereto.

158. “*Section 510 Claim*” means any Claim or Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

159. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

160. “*Secured Tax Claim*” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

161. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

162. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

163. “*Solicitation Materials*” means, collectively, the solicitation materials with respect to the Plan.

164. “*Term Loan Claims*” means any Claim on account of the Term Loan Facilities.

165. “*Term Loan Facilities*” means those certain first lien term loan facilities issued pursuant to the First Lien Credit Agreement.

166. “*Third-Party Release*” means the release set forth in Article VIII.D of the Plan.

167. “*U.S. Trustee*” means the Office of the United States Trustee for the District of New Jersey.

168. “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

169. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

170. “*Wind Down*” means, in the event of an Asset Sale, the wind down and dissolution of the Debtors’ Estates as set forth in Article IV.D.5.

171. “*Wind-Down Amount*” means, in the event of an Asset Sale, Cash in an amount to be determined by the Debtors with the consent of the Required Consenting Term Lenders, not to be unreasonably withheld, to fund the Wind Down in accordance with Article IV.D.5 of the Plan.

172. “*Wind-Down Reserve*” means, in the event of an Asset Sale, the account to be established and maintained by the Plan Administrator and funded with the Wind-Down Amount to fund the Wind Down in accordance with Article IV.D.5 of the Plan and for Plan Administrator purposes in accordance with Article IV.D.4.

B. Rules of Interpretation.

For purposes of the Plan: (i) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (ii) shall affect any party’s consent rights over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (iii) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan or Confirmation Order, as applicable; (iv) any reference to an Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (v) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vi) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (vii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (viii) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (ix) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (x) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (xi) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xii) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (xiii) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (xiv) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xv) any immaterial effectuating provisions may be interpreted by the Post-Effective Date Debtors in such a manner that is consistent with the overall purpose and intent of the Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (xvi) unless otherwise specified and subject to the reasonable consent of the Required Consenting Term Lenders, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan; any

agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Post-Effective Date Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors and the Post-Effective Date Debtors.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors and the Post-Effective Date Debtors shall mean the Debtors and the Post-Effective Date Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

H. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against, and Interests in, the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

I. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all consultation, information, notice, and consent rights of the parties to the RSA, as applicable, and as respectively set forth therein, with respect to the form and substance of the Plan, all exhibits to the Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the RSA, as applicable, shall not impair such rights and obligations.

**ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Receivables Program Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of

DIP Claims, Professional Fee Claims, Receivables Program Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of the Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.** Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors and the requesting party by the Claims Objection Deadline. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with the Bankruptcy Court with respect to an Administrative Claim previously Allowed.

B. DIP Claims.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim: (i) in the event of a Recapitalization Transaction, either (a) the DIP Loan giving rise to such Allowed DIP Claim shall be refinanced by means of a cashless settlement whereby such DIP Loan shall be converted on a dollar-for-dollar basis into New Takeback Facility Loans in accordance with the DIP Documents and the New Takeback Facility Documents, and all collateral that secures the Obligations (as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall be reaffirmed, ratified, and shall automatically secure all [Obligations] (as defined in the New Takeback Facility Documents) under the New Takeback Facility Documents, subject to the priorities of liens and payment set forth in the New Takeback Facility Documents, or (b) such DIP Claim shall be paid in full in Cash; or (ii) in the event of a Sale Transaction, Holders of the DIP Claims shall receive payment in full in Cash or, with the consent of Required Consenting Term Lenders, such other treatment rendering Allowed DIP Claims Unimpaired in accordance with section 1124 of the Bankruptcy Code.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from funds held in the Professional Fee Escrow Account. The Post-Effective Date Debtors shall establish the Professional Fee Escrow Account in trust for the Professionals and fund such account with Cash equal to the Professional Fee Amount on the Effective Date.

2. Professional Fee Escrow Account.

On the Effective Date, the Post-Effective Date Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors, without any further action or order of the Bankruptcy Court; *provided, however*, in the event of a Sale Transaction, any remaining amount in the professional Fee Escrow Account shall constitute Residual Cash and be distributable to Holders of Allowed First Lien Claims.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with sections 327–331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

E. Payment of Restructuring Expenses.

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date, and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses arising directly out of the

implementation of the Plan and Consummation thereof without any requirement for review or approval by the Bankruptcy Court or for any party to File a fee application with the Bankruptcy Court.

F. Receivables Program Claims.

All Receivables Program Claims shall be Allowed Claims. On the Effective Date, unless otherwise agreed by the Holder of a Receivables Program Claim and the applicable Debtor or Post-Effective Date Debtor, Allowed Receivables Program Claims will be satisfied in full in accordance with the terms of the Receivables Program Documents. On the Effective Date, or as soon as reasonably practicable thereafter, all fees and expenses incurred by the advisors to the parties to the Receivables Program shall be paid in full in Cash to the extent required under the Final Receivables Program Order.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

The Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	First Lien Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Section 510 Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Deemed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Post-Effective Date Debtors, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and at the option of the Debtors and the Required Consenting Term Lenders, either:
 - (i) payment in full in Cash of its Allowed Other Secured Claim;
 - (ii) Reinstatement of its Allowed Other Secured Claim pursuant to section 1124 of the Bankruptcy Code; or
 - (iii) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

- (a) *Classification:* Class 2 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Claims

- (a) *Classification:* Class 3 consists of any First Lien Claims against any Debtor.
- (b) *Allowance:* The First Lien Claims shall be Allowed in the aggregate principal amount of \$961,496,926, plus any and all unpaid interest, fees, premiums, and all other obligations, amounts, and expenses due and owing under the First Lien Credit Agreement or related documents (including post-petition interest at the default contract rate) as of the Effective Date.
- (c) *Treatment:* On the Effective Date, each Holder of a First Lien Claim (or its designated Affiliate, managed fund or account, or other designee) shall receive, in full and final satisfaction of such Claim:

- (i) in the event of a Recapitalization Transaction, its *pro rata* share of 100 percent of the New Common Stock, subject to dilution by the Management Incentive Plan; or
- (ii) in the event of a Sale Transaction, its *pro rata* share of the Distributable Consideration (including, for the avoidance of doubt, the Residual Cash).
- (d) *Voting*: Class 3 is Impaired under the Plan, and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 - General Unsecured Claims

- (a) *Classification*: Class 4 consists of General Unsecured Claims.
- (b) *Treatment*: Except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment or such General Unsecured Claim has been paid prior to the Effective Date, each Holder of a General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the GUC Trust Net Assets.
- (c) *Voting*: Class 4 is Impaired under the Plan, and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 - Section 510(b) Claims

- (a) *Classification*: Class 5 consists of all Section 510(b) Claims.
- (b) *Treatment*: On the Effective Date, all Section 510 Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510 Claims will not receive any distribution on account of such Section 510 Claims.
- (c) *Voting*: Class 5 is Impaired under the Plan. Holders of Allowed Claims in Class 5 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6 - Intercompany Claims

- (a) *Classification*: Class 6 consists of all Intercompany Claims.
- (b) *Treatment*: Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Claim.
- (c) *Voting*: Class 6 is Unimpaired if the Class 6 Claims are Reinstated or Impaired if the Class 6 Claims are cancelled. Holders of Class 6 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 - Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, Intercompany Interests shall be, at the election of the applicable Debtor or Post-Effective Date Debtor, with the consent of the Required Consenting Term Lenders (not to be unreasonably withheld), and, in the event of a Sale Transaction, in consultation with the Purchaser, either:
 - (i) Reinstated; or
 - (ii) canceled or released without any distribution on account of such Interests.
- (c) *Voting:* Class 7 is Unimpaired if the Class 7 Interests are Reinstated or Impaired if the Class 8 Interests are cancelled. Holders of Class 7 Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 - Existing Equity Interests

- (a) *Classification:* Class 8 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, all Existing Equity Interests shall be cancelled, released, extinguished, and discharged and will be of no further force or effect. Holders of Interests shall receive no recovery or distribution on account of their Existing Equity Interests.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed Interests in Class 8 are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. *Voting Classes, Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. *Intercompany Interests.*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes

of administrative convenience, for the ultimate benefit of the Holders of New Common Stock, and in exchange for the agreement of the Debtors and/or the Post-Effective Date Debtors, as applicable, under the Plan to make certain distributions to the Holders of Allowed Claims.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and their respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, and subject to the RSA, the Post-Effective Date Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions (which, for the avoidance of doubt, shall be in form, substance, and structure reasonably acceptable to the Required Consenting Term Lenders) as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger,

consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, the RSA, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the execution and delivery of the New Takeback Facility Documents and entry into the New Takeback Facility; (v) the issuance and distribution of the New Common Stock as set forth in the Plan; (vi) the implementation of the Management Incentive Plan; (vii) the execution and delivery of the New Organizational Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); (viii) such other transactions that, in the reasonable business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, the Required Consenting Term Lenders (in the event of a Recapitalization Transaction), and the Purchaser (in the event of a Sale Transaction), are required to effectuate the Restructuring Transactions; and (ix) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The Debtors shall pursue the Recapitalization Transaction unless the Debtors determine, with the consent of the Required Consenting Term Lenders, to pursue an Equity Investment Transaction or an Asset Sale.

In the event of an Equity Investment Transaction, on the Effective Date, the Purchaser shall purchase substantially all of the New Common Stock free and clear of all Liens, Claims, Interests, charges, or other encumbrances in exchange for the Purchase Price set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Purchaser, and the Post-Effective Date Debtors, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

The Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Equity Investment Transaction pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

C. The Equity Investment Transaction or Recapitalization Transaction.

If the Equity Investment Transaction or Recapitalization Transaction occurs, the following provisions shall govern.

1. The Post-Effective Date Debtors.

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Organizational Documents. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund or make distributions under the Plan, as applicable, with: (i) the issuance of New Takeback Facility Loans under the New Takeback Facility, (ii) the proceeds from the Equity Investment Transaction; (iii) the New Common Stock, (iv) the GUC Trust Net Assets, and (v) the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Common Stock, will be exempt from Securities Act registration, as described more fully in Article IV.C.5 below.

(a) The New Takeback Facility.

In the event of a Recapitalization Transaction, on the Effective Date, the Post-Effective Date Debtors shall enter into the New Takeback Facility Credit Agreement. Confirmation of the Plan shall be deemed approval of the New Takeback Facility and the New Takeback Facility Documents, as applicable, and all transactions contemplated thereby; all actions to be taken, undertakings to be made, and obligations to be incurred by the Post-Effective Date Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein; and authorization for the Post-Effective Date Debtors to enter into and execute the New Takeback Facility Documents and such other documents as may be required to effectuate the treatment afforded by the New Takeback Facility. Execution of the New Takeback Facility Credit Agreement by the New Takeback Facility Agent shall be deemed to bind all Holders of DIP Claims as if each such Holder had executed the New Takeback Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the New Takeback Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New Takeback Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Takeback Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

(b) New Common Stock.

Reorganized Cyxtera shall be authorized to issue a certain number of shares of New Common Stock pursuant to its New Organizational Documents and any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the New Common Stock shall be authorized without the need for any further corporate action. On the Effective Date, the New Common Stock shall be issued and distributed pursuant to, and in accordance with, the Plan, and, in the event of an Equity Investment Transaction, the Purchase Agreement.

All of the shares of New Common Stock issued pursuant to the Plan and, if applicable, the Purchase Agreement shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Organizational Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Common Stock shall be deemed to constitute its agreement to the New Organizational Documents, as the same may be amended or modified from time

to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The New Common Stock will not be registered under the Securities Act or on any national securities exchange as of the Effective Date.

3. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

4. New Organizational Documents.

On or immediately prior to the Effective Date, the New Organizational Documents shall be adopted or amended as may be necessary to effectuate the transactions contemplated by the Plan. To the extent required under the Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The New Organizational Documents will prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Organizational Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the laws of the applicable states, provinces, or countries of incorporation and the New Organizational Documents. For the avoidance of doubt, any claimant's acceptance of the New Common Stock shall be deemed to constitute its agreement to be bound by the New Organizational Documents without the need for execution by any party other than the Post-Effective Date Debtors.

5. Certain Securities Law Matters.

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, the offering, issuance, and distribution of the New Common Stock as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The shares of New Common Stock to be issued under the Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of such New Common Stock in the New Organizational Documents.

The shares of New Common Stock that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

6. Management Incentive Plan.

On or as soon as reasonably practicable following the Effective Date, the Post-Effective Date Debtors shall adopt and implement the Management Incentive Plan, which will provide that up to 10% of the value of the New Common Stock as of the Effective Date, on a fully diluted basis, shall be issued in connection with the Management Incentive Plan on terms acceptable to the Required Consenting Term Lenders and the Debtors and, in the event of an Equity Investment Transaction, the Purchaser. The issuance of any awards under the Management Incentive Plan shall be at the discretion of the New Board.

7. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, if applicable, all employee wages, compensation, retiree benefits (as defined in 11 U.S.C. § 1114(a) of the Bankruptcy Code), and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Post-Effective Date Debtors and shall remain in place as of the Effective Date, and the Post-Effective Date Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to section 1129(a)(13) of the Bankruptcy Code, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Post-Effective Date Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Post-Effective Date Debtors, such employee, and the Required Consenting Term Lenders and, in the event of an Equity Investment Transaction, the Purchaser.

D. The Asset Sale.

If the Asset Sale occurs, the following provisions shall govern.

1. The Asset Sale.

On the Effective Date, the Purchaser shall purchase substantially all of the Debtors’ assets free and clear of all Liens, Claims, Interests, charges, or other encumbrances (except for those Liens, Claims, Interests, charges, or other encumbrances assumed by the Purchaser pursuant to the terms of the Purchase Agreement) in exchange for the Purchase Price as set forth in the Purchase Agreement. The Confirmation Order shall authorize the Debtors, the Post-Effective Date Debtors, and the Purchaser, as applicable, to undertake the transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

Subject to the consent rights set forth in the RSA, the Debtors and Purchaser shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Asset Sale pursuant to the terms of the Purchase Agreement and the Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Post-Effective Date Debtors or the Purchaser, as applicable, may operate their businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules; *provided*, that the Bankruptcy Court shall retain jurisdiction to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with any of the foregoing.

2. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan with: (i) the proceeds from the Asset Sale, (ii) the GUC Trust Net Assets, (iii) the Debtors' Cash on hand, and (iv) the proceeds of any Causes of Action retained by the Post-Effective Date Debtors. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

3. Post-Effective Date Debtors.

On and after the Effective Date, the Post-Effective Date Debtors shall continue in existence for purposes of (i) winding down the Debtors' business and affairs as expeditiously as reasonably possible as authorized by the Bankruptcy Court; (ii) resolving Disputed Claims; (iii) making distributions on account of Allowed Claims as provided hereunder; (iv) establishing and funding the Distribution Reserve Accounts; (v) enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (vi) filing appropriate tax returns; (vii) complying with any continuing obligations under the Purchase Agreement; and (viii) administering the Plan in an efficacious manner. The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

Notwithstanding anything to the contrary in the Plan, on the Effective Date, any Cause of Action not settled, released, discharged, enjoined, or exculpated under the Plan on or prior to the Effective Date shall vest in the Post-Effective Date Debtors and shall be subject to administration by the Plan Administrator, and the net proceeds thereof shall be Distributable Consideration.

4. Plan Administrator.

On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of the Post-Effective Date Debtors shall be deemed to have resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, and sole officer of the Post-Effective Date Debtors and shall succeed to the powers of the Post-Effective Date Debtors' managers, directors, and officers. The Plan Administrator shall act for the Post-Effective Date Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same) and shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan in accordance with the Wind Down and as otherwise provided in the Confirmation Order.

From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtors. The foregoing shall not limit the authority of the Post-Effective Date Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer. The Debtors, after the Confirmation Date, and the Post-Effective Date Debtors or Plan Administrator, after the Effective Date, shall be permitted to make payments to employees pursuant to employment programs then in effect, and, in the reasonable business judgment of the Plan Administrator and upon three (3) Business Days' notice to counsel to the AHG, to implement additional employee programs and make payments thereunder solely as necessary to effectuate the Wind Down, without any further notice to or action, order, or approval of the Bankruptcy Court.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the business and affairs of the Debtors and Post-Effective Date Debtors, including: (i) making distributions under the Plan; (ii) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post-Effective Date Debtors in accordance

with the Wind-Down Reserve; (iii) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan; (iv) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (v) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtors; (vi) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (vii) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors; (viii) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Causes of Action on the Schedule of Retained Causes of Action in accordance with Article IV.E; (ix) administering and paying taxes of the Post-Effective Date Debtors, including filing tax returns; (x) representing the interests of the Post-Effective Date Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; and (xi) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of the Plan in accordance with the Wind-Down Reserve.

(a) Retention of Professionals.

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, at the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties for the Post-Effective Date Debtors. The reasonable fees and expenses of such professionals, if applicable, shall be paid from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Post-Effective Date Debtors' retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

(b) Compensation of the Plan Administrator.

The Plan Administrator's compensation, on a post-Effective Date basis, shall be as described in the Plan Supplement, reasonably acceptable to the Required Consenting Term Lenders, and paid out of the Wind-Down Reserve. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

(c) Plan Administrator Expenses.

All costs, expenses, and obligations incurred by the Plan Administrator or the Post-Effective Date Debtors in administering the Plan or in effecting distributions thereunder (including the reimbursement of reasonable expenses), including any costs, expenses, or obligations in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Reserve.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

(d) Exculpation, Indemnification, Insurance, and Liability Limitation.

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtors. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtors and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtors. The Plan Administrator may rely upon written information previously generated by the Debtors.

(e) Tax Returns.

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors and, pursuant to section 505 of the Bankruptcy Code and subject to applicable law, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate.

(f) Dissolution of the Post-Effective Date Debtors.

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made, completion of all its duties under the Plan, and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtors shall be deemed to be dissolved without any further action by the Post-Effective Date Debtors, including the filing of any documents with the secretary of state for the state in which each Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtors in and withdraw the Post-Effective Date Debtors from applicable state(s).

To the extent the Debtors have any Cash or other property remaining after the Chapter 11 Cases have been closed, such Cash or other property shall constitute Residual Cash and shall be immediately allocated and distributable to the Holders of Allowed First Lien Claims.

5. Wind Down.

As soon as practicable after the Effective Date, the Plan Administrator shall: (i) cause the Debtors and the Post-Effective Date Debtors, as applicable, to comply with and abide by the terms of the Purchase Agreement and any other documents contemplated thereby; (ii) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of one or more of the Debtors or the Post-Effective Date Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (iii) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without the need for any action or approval by the shareholders or board of directors or managers of any Debtor. From and after the Effective Date, except with respect to Post-Effective Date Debtors as set forth herein, the Debtors (x) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (y) shall be deemed to have canceled pursuant to the Plan all Existing Equity Interests, and (z) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

E. *Preservation of Causes of Action.*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, the Post-Effective Date Debtors, shall retain and may enforce (or the Plan Administrator may enforce, if applicable) all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the rights of the Post-Effective Date Debtors to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or exculpated herein (including, without limitation, by the Debtors) pursuant to the releases and exculpations contained in the Plan, including in Article VIII hereof, which shall be deemed released and waived by the Debtors and the Post-Effective Date Debtors, as applicable, as of the Effective Date.

The Post-Effective Date Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Post-Effective Date Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors and the Post-Effective Date Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Post-Effective Date Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, reserve and shall retain such Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. For the avoidance of doubt, the GUC Trust shall be solely responsible for effectuating all distributions on account of General Unsecured Claims, and the Plan Administrator, if applicable, shall have no responsibility therefor. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the corresponding Post-Effective Date Debtor except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Post-Effective Date Debtors and/or the Plan Administrator, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to this Article IV.E include any Claim or Cause of Action against a Released Party or Exculpated Party.

F. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the New Takeback Facility or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled, and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect, and the Agents shall be released from all duties and obligations thereunder. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Notwithstanding the foregoing or anything to the contrary herein, any rights of each Agent to indemnification under the DIP Documents, the Receivables Program Documents, the First Lien Credit Documents, and the Bridge Facility Documents shall remain binding and enforceable in accordance with the terms of such documents and shall not be subject to discharge, impairment, or release under the Plan or the Confirmation Order.

G. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to any other Person) of property under the Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; (v) the grant of collateral as security for the New Takeback Facility; (vi) the Sale Transaction; or (vii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any

way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including, as and if applicable: (i) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (ii) the issuance and distribution of the New Common Stock; (iii) implementation of the Restructuring Transactions; (iv) entry into the New Takeback Facility Documents; (v) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (vi) adoption of the New Organizational Documents; (vii) the rejection, assumption, or assignment and assignment, as applicable, of Executory Contracts and Unexpired Leases; (viii) adoption by the New Board of the Management Incentive Plan; (ix) consummation of the Sale Transaction pursuant to the Purchase Agreement; (x) formation of the Post-Effective Date Debtors and selection of the Plan Administrator; and (xi) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors and any corporate action required by the Debtors or the Post-Effective Date Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Post-Effective Date Debtors, including, in the event of a Recapitalization Transaction or an Equity Investment Transaction, the New Common Stock, the New Organizational Documents, the New Takeback Facility, the New Takeback Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Directors and Officers of the Post-Effective Date Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of Cyxtera shall expire, and, if applicable, the members for the initial term of the New Board shall be appointed; *provided*, that the disinterested directors of Cyxtera, comprising the special committee of Cyxtera's board of directors, shall retain authority following the Effective Date with respect to matters relating to Professional Fee Claim requests by Professionals acting at their authority and direction in accordance with the terms of the Plan. The disinterested directors of Cyxtera shall not have any of their privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Post-Effective Date Debtors, the Purchaser, or any other Entity without their prior written consent.

The initial members of the New Board, if applicable, will be identified in the Plan Supplement to the extent known at the time of filing. In the event of a Recapitalization Transaction or an Equity Investment Transaction, each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Post-Effective Date Debtors. The members of the New Board shall be chosen by the Debtors or the Post-Effective Date Debtors, subject to the applicable terms of the RSA and, if applicable, the Purchase Agreement.

J. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date Debtors and their respective officers and boards of directors and managers are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Post-Effective Date Debtors without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

K. Vesting of Assets in the Post-Effective Date Debtors.

Except as otherwise provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, or entered into in connection with or pursuant to, the Plan, the Plan Supplement, or the New Takeback Facility Documents, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan (other than the GUC Trust Assets) shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document incorporated herein, each Post-Effective Date Debtor may operate its business and use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

L. Private Company.

The Post-Effective Date Debtors shall not have any class of Equity Securities listed on a national securities exchange and shall make commercially reasonable efforts to take the steps necessary to be a private company without Securities Act or Exchange Act reporting obligations upon emergence or as soon as practicable thereafter in accordance with and to the extent permitted by the Securities Act and the Exchange Act.

M. GUC Trust.

1. General Terms.

On the Effective Date, the Debtors and the GUC Trustee shall enter into the GUC Trust Agreement and the GUC Trust Assets shall vest or deem to be vested in the GUC Trust automatically without further action by any Person, free and clear of all Claims and Liens, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax. The GUC Trust shall be administered by the GUC Trustee and governed by the GUC Trust Agreement and shall have the sole power and authority to distribute the GUC Trust Net Assets to Holders of Allowed General Unsecured Claims in accordance with the treatment set forth in the Plan for Class 4. The GUC Trust Agreement may include reasonable and customary provisions that allow for indemnification by the GUC Trust and the GUC Trustee.

The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the responsibility and requisite power to reconcile General Unsecured Claims, including asserting any objections thereto. From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, shall, in the ordinary course of business and without the need for any approval by the Bankruptcy Court, pay the GUC Trust Fees and Expenses from the GUC Trust Assets. The Debtors, the Post-Effective Date Debtors, and their Affiliates (and anyone acting on their behalf) shall not be responsible for any costs, fees, or expenses of the GUC Trust. The GUC Trustee and the GUC Trust shall be discharged or dissolved, as the case may be, at the later of (i) such time as all distributions required to be made by the GUC Trustee under the Plan have been made, and (ii) the fifth anniversary of the Effective Date (unless extended by order of the Bankruptcy Court).

2. Tax Treatment.

In furtherance of this section of the Plan, (i) it is intended that the GUC Trust be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code to the Holders of General Unsecured Claims, consistent with the terms of the Plan, and accordingly, all assets held by the GUC Trust are intended to be deemed for United States federal income tax purposes to have been distributed by the Debtors or the Post-Effective Date Debtors, as applicable, to the Holders of Allowed General Unsecured Claims, and then contributed by the Holders of Allowed General Unsecured Claims to the GUC Trust in exchange for their interest in the GUC Trust; (ii) the primary purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Net Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (iii) all parties (including, without limitation, the Debtors, the Post-Effective Date Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with such treatment described in provisos (i) and (ii) of this paragraph; (iv) all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (v) the GUC Trustee shall be responsible for filing all applicable tax returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); and (vi) the GUC Trustee shall annually send to each Holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for United States federal income tax purposes.

Subject to definitive guidance from the United States Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the United States Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (i) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (ii) to the extent permitted by applicable law, report consistently with the foregoing for United States state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including, without limitation, the Debtors, the Estates, Holders of Allowed General Unsecured Claims receiving interests in the GUC Trust, and the GUC Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. Any taxes (including with respect to earned interest, if any) imposed on the GUC Trust as a result of this treatment shall be paid out of the assets of the GUC Trust (and reductions shall be made to amounts disbursed from the account to account for the need to pay such taxes). The GUC Trustee may request an expedited determination of taxes of the GUC Trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

The GUC Trust shall continue to have all of the rights and powers granted to the GUC Trust as set forth in this Plan and applicable non-bankruptcy law, and the GUC Trustee shall also have the rights, powers, and obligations set forth in the GUC Trust Agreement.

3. Transfer of GUC Trust Interests.

Any and all interests in the GUC Trust shall be transferrable either (i) with the consent of the Post-Effective Date Debtors or, (ii) by will, intestate succession, or otherwise by operation of law. In addition, any and all interests in the GUC Trust will not constitute “securities” and will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such interests constitute “securities,” the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied, and the offer, issuance, and distribution under the Plan of interests in the GUC Trust will be exempt from registration under the Securities Act and all applicable state and local securities laws and regulations.

N. Closing the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Post-Effective Date Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Post-Effective Date Debtors,

and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case.

O. Director and Officer Liability Insurance.

After the Effective Date, none of the Post-Effective Date Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies (including any “tail policy”) in effect on or after the Petition Date, with respect to conduct or events occurring prior to the Effective Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption of Executory Contracts and Unexpired Leases.

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract and Unexpired Lease: (i) was assumed or rejected previously by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; or (iv) is identified on the Rejected Executory Contract and Unexpired Lease List. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the foregoing assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, the Post-Effective Date Debtors, and/or the Plan Administrator, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including ninety (90) days after the Effective Date; *provided* that in the event of a Recapitalization Transaction, such alteration, amendment, modification, or supplement shall be subject to the consent rights set forth in the RSA.

B. Indemnification Obligations.

Consistent with applicable law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, D&O Liability Insurance Policies, or otherwise) for current and former members of any Governing Body, directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall (i) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the

Confirmation Order; (ii) remain intact, in full force and effect, and irrevocable; (iii) not be limited, reduced, or terminated after the Effective Date; and (iv) survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date irrespective of whether such indemnification obligation is owed for an act or event occurring before, on, or after the Petition Date. All such obligations shall be deemed and treated as Executory Contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors and/or the Plan Administrator, as applicable.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Confirmation Order and served on the Post-Effective Date Debtors no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within such time will be automatically disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, the GUC Trust, or their property without the need for any objection by the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim as set forth in Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Post-Effective Date Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. The proposed amount and timing of payment of each such Cure shall be set forth in the Plan Supplement unless otherwise agreed in writing (email being sufficient) between the Debtors or the Post-Effective Date Debtors and the counterparty to the applicable Executory Contract or Unexpired Lease. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, including pursuant to the Plan, or related cure amount must be filed, served, and actually received by counsel to the Debtors and the U.S. Trustee no later than thirty (30) days after the Effective Date or any other deadline that may be set by the Bankruptcy Court. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Post-Effective Date Debtors may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or the Post-Effective Date Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or the Post-Effective Date Debtors, as applicable, with respect to which such objection is timely Filed. Any counterparty

to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, the ability of the Post-Effective Date Debtors, or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Post-Effective Date Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

E. Insurance Policies.

Each of the Debtors’ insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (i) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims, including all D&O Liability Insurance Policies and (ii) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revert in the Post-Effective Date Debtors.

Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (ii) alters or modifies the duty, if any, that the insurers or third party administrators pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor.

F. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

G. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent or the GUC Trustee, as applicable, on the Effective Date or at such other time as provided for in the Plan. The Disbursing Agent and the GUC Trustee shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent or the GUC Trustee is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date Debtors or the GUC Trust, respectively.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby (other than distributions on account of General Unsecured Claims); (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors.

D. *Delivery of Distributions and Undeliverable or Unclaimed Distributions.*

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims or Allowed Interests shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent or the GUC Trustee, as appropriate: (a) to the signatory set forth on any Proof of Claim or Proof of Interest filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is filed or if the Debtors or the GUC Trust have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Post-Effective Date Debtors, or the Disbursing Agent or the GUC Trustee, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims or Allowed Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim or Allowed Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trustee, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct. For the avoidance of doubt, distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

3. Minimum Distributions.

No fractional shares of New Common Stock shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the actual distribution of shares of New Common Stock shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Common Stock to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent or the GUC Trustee has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (in the case of distributions from the GUC Trust Net Assets), as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder related to

such property or interest in property shall be discharged and forever barred. The Post-Effective Date Debtors, the Disbursing Agent, and the GUC Trust shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings. For the avoidance of doubt, treatment of undeliverable distributions on account of General Unsecured Claims shall be governed by the GUC Trust Agreement.

E. Manner of Payment.

At the option of the Disbursing Agent or the GUC Trustee, as applicable, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in the GUC Trust Agreement or other applicable agreements.

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors, the Post-Effective Date Debtors, and the GUC Trust reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances in a tax-efficient manner acceptable to the Required Consenting Term Lenders.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan, the DIP Orders, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in the Plan, each Post-Effective Date Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (i) agreed in amount among the

relevant Post-Effective Date Debtor(s) and Holder of Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Post-Effective Date Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors, the Post-Effective Date Debtors, and the GUC Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Post-Effective Date Debtor, or the GUC Trust, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets), as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder timely to repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date Debtor or the GUC Trust (in the case of distributions from the GUC Trust Assets) annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Disputed Claims Process.

The Debtors and the Post-Effective Date Debtors, and the GUC Trust (solely with respect to General Unsecured Claims), shall have the exclusive authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a claim subject to any Proof of Claim that is Filed is Allowed and (ii) file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under the Plan. **Except as otherwise provided herein, all Proofs of Claim Filed after the earlier of: (a) the Effective Date or (b) the applicable claims bar date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, without the need for any objection by the Debtor, Post-Effective Date Debtor, or the GUC Trust, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. Allowance of Claims.

After the Effective Date and subject to the terms of the Plan, the Plan Administrator, each of the Post-Effective Date Debtors, or the GUC Trust, as applicable, shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim or Interest.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by the Plan or a Final Order is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

C. Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, or the GUC Trust (with respect to General Unsecured Claims), as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any such Disputed Claim or Interest, including during the litigation of any objection to any Disputed Claim or Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim or Interest that has been expunged from the Claims Register but that either is subject to appeal or has not been the subject of a Final Order shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim or Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen days after the date on which such Disputed Claim or Interest is estimated.

D. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (solely with respect to the General Unsecured Claims), as applicable, (and, in the event of an Equity Investment Transaction, the Purchaser) shall have the sole authority: (i) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (ii) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Post-Effective Date Debtor or the GUC Trust, as applicable, shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed by the Post-Effective Date Debtors or the GUC Trust on or before the Claims Objection Deadline, as such deadline may be extended from time to time.

F. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date Debtors, the Plan Administrator, and/or the GUC Trust (with respect to General Unsecured Claims), as applicable, without the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust, as applicable having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disputed and Contingent Claims Reserve.

On or after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the applicable Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim. Following the final resolution of all Disputed Claims, any residual amounts in the Disputed Claims Reserve shall constitute Residual Cash and be immediately distributable to Holders of Allowed First Lien Claims.

H. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Post-Effective Date Debtors, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Post-Effective Date Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan after notice to the Holder of such Claim, but without any further notice to or action, order, or approval of the Bankruptcy Court.

Except as provided herein or otherwise agreed to by the Post-Effective Date Debtors or the GUC Trust (with respect to the General Unsecured Claims), in their sole discretion, any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on

account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely Filed by a Final Order.

I. Amendments to Proofs of Claim or Interest.

On or after the Effective Date, a Proof of Claim or Proof of Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, or the GUC Trust (with respect to General Unsecured Claims), as applicable, and any such new or amended Proof of Claim or Proof of Interest Filed that is not so authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable; *provided* that the foregoing shall not apply to Administrative Claims or claims filed by Governmental Units to the extent the applicable bar date has not yet occurred.

J. Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

K. Distributions After Allowance.

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest (as applicable) in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Disbursing Agent (or the GUC Trustee, with respect to General Unsecured Claims) shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law.

**ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS³**

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Post-Effective Date Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right,

³ [NTD: Release provisions subject to ongoing review, including as part of the Special Committee investigation.]

or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims) and Interests (other than any Intercompany Interests that are Reinstated) subject to the occurrence of the Effective Date.

B. Release of Liens.

Except as otherwise provided in the New Takeback Facility Documents, the Plan, the Confirmation Order, the Purchase Agreement (if applicable), or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Post-Effective Date Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors, their Estates, and, if applicable, the Post-Effective Date Debtors and the Plan Administrator, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, the Post-Effective Date Debtors, or the Plan Administrator), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, their Estates, the Post-Effective Date Debtors, if applicable, the Plan Administrator, if applicable, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the

Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interests of the Debtors and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Debtors' Estates, or, if applicable, the Post-Effective Date Debtors or the Plan Administrator, asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Holders of Claims and Interests.

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the New Takeback Facility Documents, the New Organizational Documents, the Receivables Program Documents, and all other Definitive Documents, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) given in exchange for good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising prior to the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the RSA, the Restructuring Transactions, the First Lien Credit Documents, the Bridge Facility Documents, the New Organizational Documents, the DIP Documents, the DIP Orders, the Disclosure Statement, the Plan Supplement, the Purchase Agreement (if applicable), the Plan and related agreements, instruments, and other documents, the New Takeback Facility Documents, the Receivables Program Documents, and all other Definitive Documents, the solicitation of votes for, or Confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtors, if applicable, in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

F. Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, Causes of Action, or liabilities released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such

Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.F.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Post-Effective Date Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against the Post-Effective Date Debtors, or another Entity with whom the Post-Effective Date Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Post-Effective Date Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Post-Effective Date Debtors.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (i) such Claim has been adjudicated as non-contingent or (ii) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Transactions Memorandum in all material respects;
2. in the event of an Asset Sale, the Distribution Reserve Accounts shall have been established and funded with the Priority Claims Reserve Amount and the Wind-Down Amount;
3. the Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order shall have become a Final Order;

4. each document or agreement constituting the applicable Definitive Documents, the form and substance of which shall be subject to the consent rights set forth in the RSA (and, in the event of a Sale Transaction, the form and substance of which shall be reasonably acceptable to the Purchaser), shall have been executed and/or effectuated and remain in full force and effect, and any conditions precedent related thereto or contained therein shall have been satisfied or waived by the applicable party or parties prior to or contemporaneously with the occurrence of the Effective Date;

5. the New Takeback Facility Documents, if applicable, the form and substance of which shall be subject to the consent rights set forth in the RSA, shall have been executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the parties thereto (with the consent of the Required Consenting Term Lenders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

6. the DIP Claims shall have been indefeasibly paid in full in Cash or, solely to the extent set forth herein, satisfied by the New Takeback Facility;

7. the New Common Stock shall have been issued;

8. all Restructuring Expenses, to the extent invoiced, shall have been paid in full;

9. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;

10. if and as applicable, the Purchase Agreement shall have been executed and all conditions precedent to the effectiveness thereof shall have occurred or will occur substantially simultaneously with the effectiveness of the Plan;

11. if and as applicable, the Purchaser shall deliver the Purchase Price to the Debtors in exchange for the Post-Effective Date Debtors' distribution of the substantially all of the New Common Stock or transfer of substantially all of the Debtors' assets or as otherwise agreed to by the Debtors and the Purchaser;

12. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;

13. the RSA shall remain in full force and effect;

14. the GUC Trust Agreement shall have been executed and the GUC Trust Assets shall have vested or be deemed to have vested in the GUC Trust;

15. none of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code;

16. no Bankruptcy Court order appointing a trustee or examiner with expanded powers shall have been entered and remain in effect under any chapter of the Bankruptcy Code with respect to the Debtors; and

17. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX, except for the conditions set forth in Article IX.A.8 and 17 of the Plan (each of which may not be waived without the consent of the affected parties), may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Required Consenting Term Lenders and, in the event of a Sale Transaction, the Purchaser, without

notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors or other Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity in any respect; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

D. Substantial Consummation.

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan and only to the extent permitted by the RSA, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in the Plan and the RSA, and the requirements of section 1127 of the Bankruptcy Code, rule 3019 of the Bankruptcy Rules, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify, the Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA, the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (iii) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of such Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. grant any consensual request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

5. ensure that distributions to Holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with the Plan or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in the Plan, including under Article VIII hereof,

whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Plan Supplement, or the Disclosure Statement, including the RSA and the Purchase Agreement (if applicable);

16. enter an order concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements (including the Purchase Agreement, if applicable), documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII hereof;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Takeback Facility Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Post-Effective Date Debtors, the Purchaser (if applicable), and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired

Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan and the RSA. The Debtors or the Post-Effective Date Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Post-Effective Date Debtors, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) for each quarter (including any fraction thereof) until such Post-Effective Date Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee and any other statutory committee appointed in these Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Post-Effective Date Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

All monthly reports shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors and the GUC Trustee) on the Effective Date, and following the Effective Date, the Post-Effective Date Debtors (or the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof) and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of such Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

Cyxtera Technologies, Inc.
Attention: Victor Semah, Chief Legal Counsel
E-mail address: victor.semah@cyxtera.com
with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Edward O. Sassower, Christopher Marcus, Derek I. Hunter
E-mail addresses: esassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

2. if to a member of the AHG, to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, NY 10166
Attention: Scott J. Greenberg, Steven Domanowski, Stephen D. Silverman
E-mail addresses: sgreenberg@gibsondunn.com,
sdomanowski@gibsondunn.com
ssilverman@gibsondunn.com

3. if to a Consenting Sponsor, to:

Latham & Watkins LLP
1271 6th Avenue
New York, NY 10020
Attention: George A. Davis, Joseph C. Celentino
E-mail addresses: george.davis@lw.com,
joe.celentino@lw.com

4. if to the Committee, to:

Pachulsky Stang Ziehl & Jones LLP
780 Third Avenue
New York, NY 10017
Attention: Bradford J. Sandler, Robert J. Feinstein, Paul J. Labov
E-mail addresses: bsandler@pszjlaw.com,
rfeinstein@pszjlaw.com
plabov@pszjlaw.com

5. if to the Purchaser, to:

[•]

After the Effective Date, the Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, and without limiting the effectiveness of the RSA, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.kcellc.net/cyxtera> or the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan, and any deletion or modification thereof shall be subject to the consent rights set forth in the RSA (and, in the event of a Sale Transaction, with the reasonable consent of the Purchaser); and (iii) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

M. Closing of Chapter 11 Cases.

The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the RSA, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Creditor Default.

An act or omission by a Holder of a Claim or Interest or the Purchaser in contravention of the provisions of the Plan shall be deemed an event of default under the Plan. Upon an event of default, the Post-Effective Date Debtors may seek to hold the defaulting party in contempt of the Confirmation Order and shall be entitled to reasonable attorneys' fees and costs of the Post-Effective Date Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (a) designate a party to appear, sign, and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce the Plan by order of specific performance; (c) award a judgment against such defaulting Holder of a Claim or Interest in favor of the Post-Effective Date Debtors in an amount, including interest, if applicable, to compensate the Post-Effective Date Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of the Plan.

P. Removal or Abandonment of Third Parties' Property.

Nothing in the Plan shall impose upon the Post-Effective Date Debtors any obligation to store or protect any third party's property, all of which property will be deemed abandoned and surrendered to the Post-Effective Date Debtors if such property has not been removed (by its owner in a commercially reasonable manner, and with insurance to cover any damage from such removal) from any real property owned or leased by the Post-Effective Date Debtors within forty-five (45) days after Confirmation of the Plan. Following the abandonment and surrender of any such property, the Post-Effective Date Debtors may sell, transfer, assign, scrap, abandon, or otherwise dispose of such property and retain any proceeds resulting therefrom.

[Remainder of page intentionally left blank.]

Dated: September 24, 2023

Cyxtera Technologies, Inc.
on behalf of itself and all other Debtors

/s/ Eric Koza

Name: Eric Koza
Title: Chief Restructuring Officer

Exhibit B

RSA

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS, IN EACH CASE, SUBJECT TO THE TERMS HEREOF.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 16.02, this “**Agreement**”) is made and entered into as of May 4, 2023 (the “**Execution Date**”), by and among the following parties, each in the capacity set forth on its signature page to this Agreement (each of the following described in sub-clauses (i) through (iv) of this preamble, a “**Party**” and, collectively, the “**Parties**”):¹

- i. Cyxtera Technologies, Inc., a company incorporated under the Laws of Delaware (“**Cyxtera**”), and each of its Affiliates listed on Exhibit A to this Agreement that have executed and delivered, or, in the future, executes and delivers, counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the “**Company Parties**”);
- ii. As applicable, the undersigned holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, RCF Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the “**Consenting RCF Lenders**”);
- iii. the undersigned holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder,

¹ Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the “**Consenting Term Lenders**,” and along with the Consenting RCF Lenders, the “**Consenting Lenders**”); and

- iv. certain undersigned holders of outstanding Equity Interests (the “**Consenting Sponsors**,” and, together with the Consenting Lenders, the “**Consenting Stakeholders**”).

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders, including those Consenting Term Lenders that are members of an ad hoc group represented by Gibson, Dunn & Crutcher LLP and Houlihan Lokey Capital, Inc. (the “**AHG**”), have in good faith and at arms’ length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (the “**Restructuring Term Sheet**,” and such transactions as described in this Agreement and the Restructuring Term Sheet, the “**Restructuring Transactions**”);

WHEREAS, the Restructuring Transactions set forth in the Restructuring Term Sheet contemplate a restructuring through either the sale of some or all of the Company Parties’ business enterprise (a “**Sale Transaction**”) and/or a recapitalization of the Company Parties’ balance sheet (a “**Recapitalization Transaction**”);

WHEREAS, to the extent applicable, the Parties have agreed that to the extent a Sale Transaction is not consummated out of court prior to the Toggle Date, then the Company Parties shall commence voluntary, jointly administered cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”) and pursue either a Sale Transaction or Recapitalization Transaction in the Bankruptcy Court; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation.*

1.01. **Definitions.** The following terms shall have the following definitions:

“**Acceptable Transaction**” has the meaning set forth in the Restructuring Term Sheet.

“**Affiliate**” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

“**Agreement**” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 (including the Restructuring Term Sheet).

“**Agreement Effective Date**” means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

“**Agreement Effective Period**” means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

“**AHG**” has the meaning set forth in the recitals to this Agreement.

“**AHG Lease Restructuring Advisor**” means an advisor to the AHG with respect to the analysis, negotiation, modification, assumption, and/or rejection of the Company Parties’ unexpired lease portfolio.

“**AHG Professionals**” means (i) Gibson, Dunn & Crutcher LLP, as legal counsel to the AHG; (ii) Houlihan Lokey Capital, Inc., as financial advisor to the AHG; (iii) the AHG Lease Restructuring Advisor; (iv) one local legal counsel retained by the AHG in connection with the Restructuring Transactions; and (v) any other advisors retained by the AHG with the consent of the Company Parties (not to be unreasonably withheld, conditioned, or delayed).

“**Alternative Restructuring Proposal**” means any written or oral plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, debt incurrence (including, without limitation, any debtor-in-possession financing or exit financing) or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

“**Bankruptcy Code**” has the meaning set forth in the recitals to this Agreement.

“**Bankruptcy Court**” means the United States Bankruptcy Court in which the Chapter 11 Cases are commenced or another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

“**Bidding Procedures**” means procedures governing the submission and evaluation of bids to purchase some or all of the Company’s assets or equity.

“**Bidding Procedures Motion**” means the motion to be filed by the Debtors in the Chapter 11 Cases seeking entry of the Bidding Procedures Order.

“Bidding Procedures Order” means an order of the Bankruptcy Court approving the Bidding Procedures.

“Bridge Facility” has the meaning set forth in the Restructuring Term Sheet.

“Bridge Facility Documents” means the credit agreement governing the Bridge Facility (as defined in the Restructuring Term Sheet) and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

“Causes of Action” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Company Claims/Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

“Chapter 11 Cases” has the meaning set forth in the recitals to this Agreement.

“Claim” has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

“Company Claims/Interests” means any Claim against, or Equity Interest in, a Company Party, including the RCF Claims and the Term Loan Claims.

“Company Parties” has the meaning set forth in the recitals to this Agreement.

“Company Professionals” means (i) Kirkland & Ellis LLP; (ii) Guggenheim Securities, LLC; and (iii) Alix Partners, LLP, each in its capacity as advisor to the Company Parties.

“Company Releasing Party” means each of the Company Parties, and, to the maximum extent permitted by law, each of the Company Parties, on behalf of their respective Affiliates and Related Parties.

“Confidentiality Agreement” means an executed confidentiality agreement, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions.

“Confirmation Order” means the confirmation order with respect to the Plan.

“Consenting Lenders” has the meaning set forth in the preamble of this Agreement.

“Consenting RCF Lenders” has the meaning set forth in the preamble of this Agreement.

“Consenting Sponsors” has the meaning set forth in the preamble of this Agreement.

“Consenting Sponsors’ Professionals” means Latham & Watkins, LLP in its capacity as advisor to the undersigned Consenting Sponsors.

“Consenting Stakeholder Releasing Party” means, each of, and in each case in its capacity as such: (a) the Consenting Stakeholders; (b) the Prepetition Agent; (c) to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (d); and (d) to the maximum extent permitted by Law, each Related Party of each Entity in clause (a) through this clause (d).

“Consenting Stakeholders” has the meaning set forth in the preamble to this Agreement.

“Consenting Term Lenders” has the meaning set forth in the preamble to this Agreement.

“Debtors” means the Company Parties that commence Chapter 11 Cases.

“Definitive Documents” means all documents, instruments, deeds, notifications, agreements, and filings related to documentation, implementation, and consummation of the Restructuring Transactions, including, without limitation: (A) the Plan; (B) the Confirmation Order; (C) the Disclosure Statement; (D) the Disclosure Statement Order; (E) the First Day Pleadings and all orders sought pursuant thereto; and (F) the Plan Supplement; (G) the DIP Order; (H) the DIP Documents; (I) the Exit Facility Documents; (J) the Solicitation Materials; (K) the First Lien Credit Agreement Amendment; (L) the Sale Documents; (M) the Bridge Facility Documents; and (N) the Scheduling Order, including any amendments, modifications, or supplements thereto.

“Diligence Materials” means (i) a DIP Facility sizing analysis; (ii) an analysis of projected lease and executory contract rejections and renegotiations in the context of a Recapitalization Transaction, including damage calculations under section 502(b)(6) of the Bankruptcy Code; (iii) an analysis of potential cost savings associated with the renegotiation of existing leases and contracts in the context of a Sale Transaction; (iv) both (A) a preliminary 1Q2023 financial update, including reasonably detailed MD&A, key operational KPIs such as churn and occupancy, and an overview of 2QTD trends, and (B) a draft 10Q filing in respect of 1Q2023, (v) updated financial and operational guidance for FY2023; (vi) a reasonably detailed revenue build-up for FY2023; (vii) a reasonably detailed budget, including with respect to

projected capital expenditures for FY2023 and FY2024; (viii) an updated 13-week cash flow forecast; (ix) an updated business plan, which shall have a case accounting for a potential Recapitalization Transaction and a status quo case, (x) a detailed summary of all employee retention and incentive programs applicable to the Company Parties, including aggregate amounts implicated, duration, timing of payments, number of employees included, supporting detail prepared by the Company's compensation consultant and, solely with respect to any insiders and key management-level employees, an employee-by-employee breakdown of the timing and amount of contemplated payments; and (xi) an update on the Marketing Process, including the identity of each potential bidder that has been contacted and the identity of each potential bidder that has signed a confidentiality agreement with the Company Parties.

"DIP Agent" means the administrative agent under the DIP Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Credit Agreement, each of which shall be acceptable to the Required Consenting Term Lenders and the Company Parties.

"DIP Credit Agreement" means the debtor-in-possession financing credit agreement by and among certain Company Parties, the DIP Agent, and the lenders party thereto setting forth the terms and conditions of the DIP Facility.

"DIP Documents" means, collectively, the DIP Credit Agreement and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

"DIP Facility" means the new superpriority secured term loans to be made in accordance with the DIP Credit Agreement.

"DIP Order" means, as applicable, the interim and final orders of the Bankruptcy Court setting forth the terms of the debtor-in-possession financing, which shall be consistent with the DIP Credit Agreement.

"Disclosure Statement" means the related disclosure statement with respect to the Plan.

"Disclosure Statement Order" means an order entered by the Bankruptcy Court approving the adequacy of the Disclosure Statement.

"Entity" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"Equity Interests" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"Execution Date" has the meaning set forth in the preamble to this Agreement.

“Exit Facilities” means the First-Out Take-Back Debt Facility and the Second-Out Take-Back Debt Facility.

“Exit Facility Documents” means the credit agreements governing the Exit Facilities and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

“Final Bids” means final bids submitted by the Potential Purchasers in the Marketing Process.

“First Day Pleadings” means the first-day pleadings that the Company Parties, in consultation with the Consenting Term Lenders, determine are necessary or desirable to file.

“First Lien Claims” means, collectively, the RCF Claims and the Term Loan Claims.

“First Lien Credit Agreement” means that certain First Lien Credit Agreement, dated as of May 17, 2017, among Cyxtera DC Holdings, as the borrower, the lenders from time to time party thereto, and Citibank, N.A., as administrative agent for such lenders (as amended, supplemented or otherwise modified from time to time).

“First Lien Credit Agreement Amendment” means that certain amendment to the First Lien Credit Agreement as described in the Restructuring Term Sheet.

“First Lien Credit Documents” means the First Lien Credit Agreement, the First Lien Credit Agreement Amendment, and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents.

“First-Out Take-Back Debt Facility” means a senior secured, first lien “first-out” term loan facility, in form and substance acceptable to the Required Consenting Term Lenders, to be issued on the Plan Effective Date in accordance with the Restructuring Term Sheet.

“General Milestones” means the milestones set forth in Section 4.01(a) of this Agreement.

“In-Court Dual Track Milestones” means the milestones set forth in Section 4.01(c) of this Agreement.

“In-Court Recap Milestones” means the milestones set forth in Section 4.01(d) of this Agreement.

“Independent Directors” means Roger Meltzer and Fred Arnold, in their capacity as independent directors of the board of Cyxtera, and one additional director of the board of Cyxtera reasonably acceptable to the Company Parties and the Required Consenting Term Lenders whom the Company Parties shall use commercially reasonable efforts to obtain the necessary consents for and appoint prior to May 12, 2023.

“**IOIs**” means indications of interest submitted by the Potential Purchasers in the Marketing Process.

“**Joinder**” means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit D**.

“**Launch Date**” means April 14, 2023.

“**Law**” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

“**Marketing Process**” has the meaning set forth in the Restructuring Term Sheet.

“**Milestones**” means the General Milestones, the In-Court Dual Track Milestones, the In-Court Recap Track Milestones, and the Out-of-Court Milestones set forth in **Section 4** of this Agreement.

“**Out-of-Court Milestones**” means the milestones set forth in **Section 4.01(b)** of this Agreement.

“**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permitted Transferee**” means each transferee of any Company Claims/Interests who meets the requirements of **Section 9.01**.

“**Petition Date**” means the first date any of the Company Parties commences a Chapter 11 Case.

“**Plan**” means the joint plan of reorganization filed by the Debtors under chapter 11 of the Bankruptcy Code that embodies the Restructuring Transactions.

“**Plan Effective Date**” means the occurrence of the effective date of the Plan according to its terms.

“**Plan Supplement**” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court.

“**Potential Purchasers**” means a group of potential transaction counterparties participating in the Marketing Process to be determined by the Company Parties in consultation with the AHG Professionals.

“**Prepetition Agent**” means Citibank, N.A., in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

“Purchase Agreement” means the asset or stock purchase agreement to be entered into as part of the Sale Transaction by and among the Company Parties, as sellers, and the Winning Bidder (if any).

“Qualified Marketmaker” means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

“RCF Claims” means any Claim on account of the Revolving Credit Facility.

“Recapitalization Transaction” has the meaning set forth in the recitals to this Agreement.

“Related Party” means, with respect to any person or Entity, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors of such person or Entity and any such person’s or Entity’s respective heirs, executors, estates, and nominees.

“Released Claim” means, with respect to any Releasing Party, any Claim or Cause of Action that is released by such Releasing Party under Section 15 of this Agreement.

“Released Company Parties” means each of, and in each case in its capacity as such: (a) Company Party; (b) current and former Affiliates of each Entity in clause (a) through the following clause (c); and (c) each Related Party of each Entity in clause (a) through this clause (c).

“Released Parties” means each Released Company Party and each Released Stakeholder Party.

“Released Stakeholder Parties” means each of, and in each case in its capacity as such: (a) Consenting Stakeholder; (b) the Prepetition Agent; (c) current and former Affiliates of each Entity in clause (a) through the following clause (d); and (d) each Related Party of each Entity in clause (a) through this clause (d).

“Releases” means the releases contained in Section 15 of this Agreement.

“Releasing Parties” means, collectively, each Company Releasing Party and each Consenting Stakeholder Releasing Party.

“Required Consenting Lenders” means, as of the relevant date, Consenting Lenders holding at least 50.01% of the aggregate outstanding principal amount of the First Lien Claims that are held by Consenting Lenders.

“Required Consenting RCF Lenders” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of RCF Claims that are held by Consenting Lenders.

“Required Consenting Term Lenders” means, as of the relevant date, Consenting Lenders holding at least 66.67% of the aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Lenders.

“Required Consenting Stakeholders” means the Required Consenting Term Lenders and the Consenting Sponsors.

“Restructuring Effective Date” means, as applicable, the Plan Effective Date or the Sale Closing Date.

“Restructuring Term Sheet” has the meaning set forth in the recitals to this Agreement.

“Restructuring Transactions” has the meaning set forth in the recitals to this Agreement.

“Rules” means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

“Sale Documents” means all agreements, instruments, pleadings, orders or other related documents utilized to implement the Marketing Process and consummate the Sale Transaction, including, but not limited to, the Bidding Procedures, Bidding Procedures Motion, Bidding Procedures Order, and Purchase Agreement, each of which shall contain terms and conditions that are materially consistent with this Agreement.

“Sale Transaction” has the meaning set forth in the recitals to this Agreement.

“Scheduling Order” means an order scheduling a combined hearing regarding confirmation of the Plan and approval of the Disclosure Statement;

“Second-Out Take-Back Debt Facility” means a senior secured, first lien “second-out” term loan facility, in form and substance acceptable to the Required Consenting Term Lenders, to be issued on the Plan Effective Date in accordance with the Restructuring Term Sheet.

“Securities Act” means the Securities Act of 1933, as amended.

“Solicitation Materials” means all materials to be distributed in connection with solicitation of votes to approve the Plan.

“Special Committee” means a newly established committee of Cyxtera’s board of directors comprised of the Independent Directors, which shall be delegated exclusive power and

authority to oversee the Restructuring Transactions and to approve any decisions with respect thereto.

“Sponsor Consent Right” means the right of the Consenting Sponsors to consent to or approve any of the Definitive Documents (or any amendment, modification, or supplement thereto) that (i) materially and adversely affects, directly or indirectly, the economic recovery, or otherwise modifies or affects the releases or exculpation proposed to be granted to, or received by, the Consenting Sponsors pursuant to this Agreement or (ii) materially and adversely affects, directly or indirectly, the obligations that the Consenting Sponsors may have pursuant to this Agreement, in each case, which consent shall not be unreasonably withheld, conditioned or delayed.

“Term Loan Claims” means any Claim on account of the Term Loan Facilities.

“Term Loan Facilities” means those certain first lien term loan facilities issued pursuant to the First Lien Credit Agreement.

“Termination Date” means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 12.01, 12.02, 12.03, 12.04, or 12.05.

“Toggle Date” means, as applicable, (i) the day on which a Toggle Trigger Event occurs; or (ii) the day the Company Parties, in their reasonable business judgment, and the Required Consenting Term Lenders agree to toggle to a Recapitalization Transaction.

“Toggle Trigger Event” has the meaning set forth in the Restructuring Term Sheet.

“Transfer” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

“Transfer Agreement” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit C**.

“Winning Bidder” has the meaning set forth in the Restructuring Term Sheet.

1.02. Interpretation. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular

terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) all references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified;

(f) the words “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement unless the context otherwise requires;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) when calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day;

(j) all exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein; and

(k) the use of “include” or “including” is without limitation, whether stated or not and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; and

(l) the phrase “counsel to the Consenting Stakeholders” refers in this Agreement to each counsel specified in Section 16.11 other than counsel to the Company Parties.

Section 2. *Effectiveness of this Agreement.* This Agreement shall become effective and binding upon each of the Parties on the Agreement Effective Date, which is the date and time on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties and the Consenting Sponsors shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) holders of at least fifty (50%) of the aggregate outstanding principal amount of First Lien Claims shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties;

(c) The First Lien Credit Agreement Amendment shall have been executed and effective;

(d) the Company Parties shall have paid all reasonable and documented fees and expenses (including any reasonable fee and expense estimate through and including the Agreement Effective Date) of the AHG Professionals for which an invoice has been received by the Company Parties on or before the date that is one (1) Business Day prior to the Agreement Effective Date; and

(e) counsel to the Company Parties shall have given notice to counsel to the Consenting Stakeholders in the manner set forth in Section 16.11 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred.

Section 3. *Definitive Documents.* The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 14. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance, including with respect to any amendment, modification or supplement thereto, reasonably acceptable to (a) the Company Parties, (b) the Required Consenting Term Lenders, and (c) solely to the extent required under the Sponsor Consent Right, the Consenting Sponsors.

Section 4. *Milestones.*

4.01. The following Milestones shall apply to this Agreement unless extended or waived in writing by the Required Consenting Term Lenders:

(a) General Milestones. The following Milestones shall apply in any event:

(i) No later than 3 days after the Agreement Effective Date, the Company Parties shall have provided the members of the AHG with the Diligence Materials, which shall be in form and substance satisfactory to the Required Consenting Term Lenders;

(ii) No later than the Launch Date, the Company Parties shall have commenced reaching out to Potential Purchasers;

(iii) No later than 5 Business Days after the Launch Date, the Company Parties shall have commenced a good faith analysis of its existing executory contracts and unexpired leases with the purpose of reducing go-forward costs and expenses;

(iv) No later than May 12, 2023:

a. the Company Parties shall have appointed (A) a Chief Restructuring Officer, who shall be acceptable to the Required Consenting Term Lenders and shall report to the Special Committee; provided that, for the avoidance of doubt, the Required Consenting Term Lenders hereby consent to the appointment of Eric Koza as the Chief Restructuring Officer and (B) the Independent Directors;

b. the Company Parties shall establish the Special Committee; and

c. the Company Parties and the Required Consenting Term Lenders shall decide, in their reasonable judgment, whether to (A) continue pursuing the out-of-court Marketing Process, or (B) pursue, after filing the Chapter 11 Cases, (1) a Recapitalization Transaction or (2) a dual track process that allows the Company Parties to “toggle” between a Recapitalization Transaction or a Sale Transaction;

(v) No later than 2 weeks after the execution of this Agreement, the Company Parties shall provide the AHG and the Consenting Sponsors’ Professionals with copies of all material first-day filings, pleadings, and other first-day documentation in connection with a potential chapter 11 filing;

(vi) In the event a Toggle Date occurs, the Company Parties shall commence the Chapter 11 Cases no later than 5 Business Days after the Toggle Date; and

(vii) No later than May 14, 2023, the Petition Date shall have occurred.

(b) Out-of-Court Milestones. Solely to the extent that the Toggle Date has not occurred, the following Milestones shall apply:

(i) The Company Parties shall request that Potential Purchasers submit IOIs from Potential Purchasers no later than 4 weeks after the Launch Date (the “**IOI Deadline**”);

(ii) No later than 3 Business Days after the IOI Deadline, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of recent Potential Purchaser activity;

(iii) The Company Parties shall request that Potential Purchasers submit Final Bids no later than 9 weeks after the Launch Date (the “**Final Bid Deadline**”);

(iv) No later than the Final Bid Deadline, the Company Parties shall provide the AHG Professionals with a copy of each Final Bid received;

(v) No later than 3 Business Days after the Final Bid Deadline, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of Potential Purchaser activity;

(vi) No later than 13 weeks after the Launch Date, the Company Parties shall have negotiated and signed the Purchase Agreement to effectuate an Acceptable Transaction;

(vii) No later than 3 Business Days after execution of the Purchase Agreement, the Company Parties shall provide the AHG Professionals with a reasonably detailed summary of recent Potential Purchaser activity; and

(viii) No later than August 15, 2023, the Sale Transaction shall have closed ("**Sale Closing Date**").

(c) In-Court Dual Track Milestones. To the extent the Company Parties and the Required Consenting Term Lenders have agreed to continue to pursue a Sale Transaction in parallel with the Recapitalization Transaction, the following Milestones shall apply:

(i) No later than 5 days prior to the Petition Date, the Company Parties shall have delivered to the AHG and the Consenting Sponsors DIP Documents that are reasonably acceptable to the Required Consenting Term Lenders;

(ii) On the Petition Date, the Company Parties shall file (A) the Plan (which shall afford the Company Parties flexibility to "toggle" between a Sale Transaction and a Recapitalization Transaction), (B) the Disclosure Statement, (C) a motion seeking entry of Scheduling Order (if applicable), and (D) the Bidding Procedures Motion;

(iii) No later than 2 Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered (A) the interim DIP Order and (B) the Scheduling Order (if applicable);

(iv) No later than 10 Business Days after the Petition Date, the Company Parties shall provide the AHG Professionals with a detailed update as to the status of negotiations with counterparties to executory contracts and leases on a contract-by-contract basis;

(v) Subject to the availability of the Bankruptcy Court, if applicable, the Bidding Procedures Order shall be entered no later than 30 days after the Petition Date;

(vi) No later than 30 days after the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(vii) If applicable, the deadline for submitting qualified bids pursuant to the Bidding Procedures shall be no later than 45 days after the Petition Date;

(viii) If applicable, any auction to select a winning bid pursuant to the Bidding Procedures shall commence no later than 60 days after the Petition Date;

(ix) If applicable, an order approving a Sale Transaction (on a conditional basis if such Sale Transaction is to be consummated pursuant to the Plan and on a final basis if such Sale Transaction is consummated pursuant to section 363 of the Bankruptcy Code) shall be entered by the Bankruptcy Court no later than 70 days after the Petition Date;

(x) No later than 70 days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement;

(xi) No later than 110 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

(xii) No later than the 120 days after the Petition Date, the Plan Effective Date shall have occurred; provided that, if necessary regulatory approvals associated with a Restructuring Transaction remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.

(d) In-Court Recap Milestones. Unless the Company Parties and the Required Consenting Term Lenders have agreed to continue to pursue a Sale Transaction in parallel with the Recapitalization Transaction, the following Milestones shall apply:

(i) No later than 5 days prior to the Petition Date, the Company Parties shall have delivered to the AHG and the Consenting Sponsors DIP Documents that are reasonably acceptable to the Required Consenting Term Lenders;

(ii) No later than 1 Business Day prior to the Petition Date, the Company Parties shall have commenced solicitation of the Plan;

(iii) On the Petition Date, the Company Parties shall file (A) the Plan (votes for which shall have already been solicited), (B) the Disclosure Statement, and (C) a motion seeking entry of Scheduling Order;

(iv) No later than 2 Business Days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered (i) the interim DIP Order and (ii) the Scheduling Order (if applicable);

(v) No later than 10 Business Days after the Petition Date, the Company Parties shall provide the AHG Professionals with a detailed update as to the status of negotiations with counterparties to executory contracts and leases on a contract-by-contract basis;

(vi) No later than 30 days after the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(vii) No later than 45 days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order and the Disclosure Statement Order; and

(viii) No later than 60 days after the Petition Date, the Plan Effective Date shall have occurred; provided that, if necessary regulatory approvals associated with a Restructuring Transaction remain pending as of such date, this date shall automatically be extended to the date that is the third Business Day following receipt of all necessary regulatory approvals.

Section 5. *Commitments of the Consenting Lenders.*

5.01. General Commitments.

(a) During the Agreement Effective Period, each Consenting Lender severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, to:

(i) use commercially reasonable efforts and take to all reasonable actions necessary to support the Restructuring Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(ii) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders, including to obtain support for the Restructuring Transactions from holders of at least two-thirds of the First Lien Claims;

(iii) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 5.03(b);

(iv) give any notice, order, instruction, or direction to the Prepetition Agent necessary to give effect to the Restructuring Transactions;

(v) take, and direct the Prepetition Agent to take, all actions reasonably necessary in furtherance of the Sale Transaction, if applicable; and

(vi) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party.

(b) During the Agreement Effective Period, each Consenting Lender severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to

enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) object to, delay, impede, or take any other action to interfere with entry of any Sale Document and/or consummation of any Sale Transaction;

(vi) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any of Claims against or interests in the Company Parties; or

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; provided that nothing in this Agreement shall limit the right to exercise any right or remedy provided under this Agreement or any other Definitive Document.

5.02. Commitments with Respect to Marketing Process. During the Agreement Effective Period, each Consenting Lender and its professionals agree that they shall:

(a) promptly inform the Company Parties and/or the Company Professionals in the event that they are contacted by a Potential Purchaser regarding the Company Parties or the Marketing Process; and

(b) not directly or indirectly communicate with the Potential Purchasers regarding the Company Parties or the Marketing Process without the Company Parties' prior written consent, which consent shall not be unreasonably withheld.

5.03. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Lender that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Lender, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) not opt out of, object to, or otherwise hinder or delay approval of the Debtor and third-party releases, injunctions, discharge, and exculpation provisions provided in the Plan, which provisions, for the avoidance of doubt, shall be in form and substance acceptable to the Required Consenting Term Lenders;

(iii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above.

(b) During the Agreement Effective Period, each Consenting Lender, in respect of each of its Company Claims/Interests, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

Section 6. *Commitments of the Consenting Sponsors.*

6.01. Affirmative Commitments. During the Agreement Effective Period, each of the Consenting Sponsors severally, and not jointly, agrees to:

(a) use commercially reasonable efforts and take all reasonable actions necessary to support the Restructuring Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(b) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are not inconsistent with this Agreement to which it is required to be a party in order for the Restructuring Transactions to be implemented; and

(c) negotiate in good faith any reasonable and appropriate additional or alternative provisions or agreements to address any legal, financial, or structural impediment that may arise that would prevent, hinder, impede, delay, or are necessary to effectuate the consummation of the Restructuring Transactions.

6.02. Negative Commitments. During the Agreement Effective Period, each of Consenting Sponsors severally, and not jointly, agrees that it shall not, directly or indirectly, and shall not direct any other Entity to:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) propose, file, support, or vote for any Alternative Restructuring Proposal;

(c) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is materially inconsistent with this Agreement or the Plan;

(d) object to, delay, impede, or take any other action to interfere with entry of any Sale Document and/or consummation of any Sale Transaction;

(e) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated in this Agreement against the Company Parties or the other Parties other than to

enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement; or

(f) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; *provided that* nothing in this Agreement shall limit any of the Consenting Sponsors' right to exercise any right or remedy provided under this Agreement or any other Definitive Document.

6.03. Commitments with Respect to Chapter 11 Cases. During the Agreement Effective Period, each of the Consenting Sponsors severally, and not jointly, agrees that it shall, for the duration of the Agreement Effective Period:

(a) if solicited, timely vote or cause to be voted its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot or ballots on a timely basis following the commencement of the solicitation;

(b) not change or withdraw (or cause or direct to be changed or withdrawn) any such vote described in clause (a) above or release described in clause (c) below;

(c) not opt out of, object to, or otherwise hinder or delay approval of the releases set forth in the Plan with respect to each Released Party, which provisions shall be in the form and substance acceptable to the Consenting Sponsors;

(d) if solicited, timely vote (or cause to be voted) its Company Claims/Interests against any Alternative Restructuring Proposal;

(e) not directly or indirectly, through any person, seek, solicit, propose, support, assist, engage in negotiations in connection with or participate in the formulation, preparation, filing, or prosecution of any Alternative Restructuring Proposal or object to or take any other action that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation, approval of the Disclosure Statement, or the confirmation and consummation of the Plan and the Restructuring Transactions; and

(f) support and take all actions reasonably necessary or reasonably requested by the Company Parties to facilitate the solicitation, approval of the Disclosure Statement, and confirmation and consummation of the Plan within the timeframes contemplated by this Agreement.

6.04. Additional Provisions Regarding the Consenting Sponsors' Commitments.

(a) Notwithstanding anything contained in this Agreement, nothing in this Agreement shall:

(i) impair or waive the rights of any Consenting Sponsor to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions;

(ii) affect the ability of any Consenting Sponsor to consult with any Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee);

(iii) restrict any Consenting Sponsor in its capacity as the manager or operator of fund Entities other than the Company Parties; or

(iv) prevent any Consenting Sponsor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 7. *Commitments of the Company Parties.*

7.01. Affirmative Commitments. Except as set forth in Section 7.03, during the Agreement Effective Period, the Company Parties agree to:

(a) use best efforts to (i) pursue the Restructuring Transactions on the terms, and in accordance with the Milestones set forth in this Agreement, and (ii) obtain necessary Bankruptcy Court approval of the Definitive Documents to consummate the Restructuring Transactions;

(b) consult with the AHG Professionals regarding the Marketing Process, subject to the AHG Professionals' non-disclosure agreements, and the AHG Professionals may suggest additional Potential Purchasers, provided that in no event shall the AHG Professionals disclose to the AHG the identity of Potential Purchasers;

(c) continue reaching out to Potential Purchasers, including Potential Purchasers suggested by the AHG Professionals, in the Company Parties' business judgment and in good faith;

(d) share with the AHG Professionals any marketing materials used in the Marketing Process and provide regular updates to the AHG Professionals regarding the status thereof, including, among other things, a list of Potential Purchasers contacted by the Company Parties;

(e) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement;

(f) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary or desirable to address and resolve any such impediment;

(g) support and seek approval of all of the debtor and third-party releases, injunctions, discharge, indemnity, and exculpation provisions provided in the Plan, which shall be in form and substance acceptable to the Required Consenting Term Lenders and the Consenting Sponsors;

(h) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions;

(i) negotiate in good faith and use commercially reasonable efforts to execute, deliver, and perform its obligations under the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement and the other Definitive Documents;

(j) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;

(k) to the extent reasonably practicable, provide counsel for the AHG and counsel for the Consenting Sponsors a review period of (i) at least three (3) calendar days (or such shorter review period as is necessary or appropriate under the circumstances) prior to the date when the Company Parties intend to file any Definitive Document with the Bankruptcy Court and (ii) at least one (1) calendar day (or such shorter review period as necessary or appropriate) prior to the date when the Company intends to file any other material pleading with the Bankruptcy Court (but excluding monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto);

(l) provide a reasonable opportunity to counsel to any Consenting Stakeholders materially affected by any filing to review draft copies of other documents that the Company Parties intend to file with the Bankruptcy Court, as applicable;

(m) to the extent applicable, object to any motion filed with the Bankruptcy Court by any person (i) seeking the entry of an order terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization or (ii) seeking the entry of an order terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset that, to the extent such relief was granted, would have a material adverse effect on or delay the consummation of the Restructuring Transactions; and

(n) to the extent applicable, not file any pleading seeking entry of an order, and object to any motion filed with the Bankruptcy Court by any person seeking the entry of an order, (i) directing the appointment of an examiner or a trustee, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Cases, or (iv) for relief that (x) is inconsistent with this Agreement in any material respect or (y) would reasonably be expected to frustrate the purposes of this Agreement, including by preventing or delaying the consummation of the Restructuring Transactions.

7.02. Negative Commitments. Except as set forth in Section 7.03, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) incur any material indebtedness or equity financing without prior written consent of the Required Consenting Term Lenders;

(c) sell or dispose of any material assets without prior written consent of the Required Consenting Term Lenders;

(d) transfer any assets, other than cash, outside of the ordinary course of business to any person or Entity that is not a Loan Party or Guarantor (as such terms are defined in the First Lien Credit Agreement);

(e) assume or reject any executory contract or lease without prior written consent of the Required Consenting Term Lenders;

(f) take any action, or encourage any other person or Entity to take any action, directly or indirectly, that would reasonably be expected to breach or be inconsistent with this Agreement, or take any other action, directly or indirectly, that would reasonably be expected to interfere with, or impede acceptance or approval of, implementation and consummation of the Restructuring Transactions, this Agreement, the Confirmation Order, or the Plan;

(g) subject to Section 7.03 hereof, propose, file, support, or vote for any Alternative Restructuring Proposal;

(h) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects; or

(i) file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan.

7.03. Additional Provisions Regarding Company Parties' Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party (including any special committee of such governing body, as applicable), after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.03(a) shall not be deemed to constitute a breach of this Agreement; provided that notwithstanding anything to the contrary herein, each Consenting Stakeholder reserves its rights to challenge any action taken by the Company Parties in reliance on this Section 7.03(a).

(b) Notwithstanding anything to the contrary in this Agreement (but subject to Section 7.03(a)), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider and respond to Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise respond to and participate in any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations

with holders of Claims against or Equity Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals; provided that if any Company Party receives or responds to an Alternative Restructuring Proposal, the Company Parties shall provide a copy of any such Alternative Restructuring Proposal or response to the AHG Professionals and Consenting Sponsors' Professionals no later than one (1) Business Day following receipt or delivery thereof by any of the Company Parties.

(c) Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 8. *Additional Provisions Regarding the Consenting Stakeholders' Commitments.* Notwithstanding anything contained in this Agreement, nothing in this Agreement shall (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; or (d) require the Consenting Lenders or the Consenting Sponsors to incur any unreimbursed fees, out-of-pockets costs or other monetary obligations in connection with giving effect to any commitment or covenant of the Consenting Lenders or the Consenting Sponsors hereunder.

Section 9. *Transfer of Interests and Securities.*

9.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and the Required Consenting Term Lenders at or before the time of the proposed Transfer. Notwithstanding the foregoing, during the Agreement Effective Period, in the case of any Equity

Interests, no Consenting Stakeholder shall Transfer any Equity Interests, other than as part of a Sale Transaction in accordance with the terms of this Agreement, that would, in the reasonable determination of the Company Parties, result in an “ownership change” within the meaning of Section 382 of the Internal Revenue Code of 1986, as amended.

9.02. Upon compliance with the requirements of Section 9.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of the closing of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently Transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an Entity that is not an Affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is a permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

9.06. The Company Parties understand that the Consenting Lenders are engaged in a wide range of financial services and businesses, and, in furtherance of the foregoing, the Company Parties acknowledge and agree that the obligations set forth in this Agreement shall only apply to the trading desk(s) and/or business group(s) of the Consenting Lender that

principally manage and/or supervise the Consenting Lender's investment in the Company Parties and shall not apply to any other trading desk or business group of the Consenting Lender so long as they are not acting at the direction or for the benefit of such Consenting Lender or in connection with such Consenting Lender's investment in the Company Parties.

9.07. Further, notwithstanding anything in this Agreement to the contrary, the Parties agree that, in connection with the delivery of signature pages to this Agreement by a Consenting Stakeholder that is a Qualified Marketmaker before the occurrence of conditions giving rise to the effective date for the obligations and the support hereunder, such Consenting Stakeholder shall be a Consenting Stakeholder hereunder solely with respect to the Company Claims/Interests listed on such signature pages and shall not be required to comply with this Agreement for any other Company Claims/Interests it may hold from time to time in its role as a Qualified Marketmaker.

9.08. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 10. *Representations and Warranties of Consenting Stakeholders.* Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, Transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and Transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law; and

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not

with a view to distribution or resale in violation of the Securities Act, (iii) it understands that the securities contemplated by this Agreement have not been registered under the Securities Act as of the date hereof and may not be resold without registration under the Securities Act except pursuant to a specific exemption from the registration provisions of the Securities Act, and (iv) it will not be acquiring the securities contemplated by this Agreement as a result of any advertisement, article, notice, or other communication regarding such securities published in any newspaper, magazine, or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

Section 11. *Mutual Representations, Warranties, and Covenants.* Each of the Parties severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, on the Restructuring Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Purchase Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or Entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 12. *Termination Events.*

12.01. Consenting Lender Termination Events. This Agreement may be terminated by the Required Consenting Term Lenders by the delivery to the Company Parties of a written notice in accordance with Section 16.11 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that (i) is adverse to the Consenting Lenders seeking termination pursuant to this provision and (ii)

remains uncured for five (5) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 16.11 hereof detailing any such breach;

(b) the making publicly available, modification, amendment, or filing of any of the Definitive Documents without the consent of the Required Consenting Term Lenders in accordance with this Agreement;

(c) any Company Party (i) withdraws the Plan, (ii) publicly announces its intention not to support the Restructuring Transactions, or (iii) files, publicly announces, executes, responds to, or supports an Alternative Restructuring Proposal or definitive agreement with respect thereto;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 16.11 hereof detailing any such issuance; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(e) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of a terminating Consenting Lender in violation of its obligations under this Agreement;

(f) the Company Parties fail to timely pay in full the AHG Professional's reasonable, documented fees and expenses in accordance with Section 13 hereof;

(g) any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization, or other relief under any federal, state, or foreign bankruptcy, insolvency, administrative receivership, or similar law now or hereafter in effect, except as contemplated by this Agreement, unless waived by the Required Consenting Term Lenders, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the immediately preceding clause (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator, or similar official with respect to any Company Party or for a substantial part of such Company Party's assets, (iv) makes a general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(h) an order is entered by the Bankruptcy Court granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of the Company Parties and such order materially and adversely affects any Company Party's ability to operate its business in the ordinary course or consummate the Restructuring Transactions;

(i) upon the occurrence of a termination event in Section 12.02 of this Agreement;

(j) any Company Party files any motion or pleading with the Bankruptcy Court that is not consistent in all material respects with this Agreement and such motion has not been withdrawn within five (5) Business Days of receipt by the Company Parties of written notice from the Required Consenting Term Lenders that such motion or pleading is inconsistent with this Agreement;

(k) entry of a DIP Order that is not acceptable to the Required Consenting Term Lenders;

(l) the Company Parties file any Definitive Document that is not acceptable to the Required Consenting Term Lenders;

(m) a Company Party files any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Company Claims/Interests or asserts any other cause of action against the Consenting Lenders or with respect or relating to such Company Claims/Interests, the First Lien Credit Agreement, any Bridge Facility Documents, or any Loan Document (as such term is defined in each of the foregoing credit agreements or documents) or the prepetition liens securing the Company Claims/Interests or challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Company Claims/Interests or asserting any other cause of action against the Consenting Lenders or with respect or relating to such Company Claims/Interests or the prepetition liens securing the Company Claims/Interests other than a claim or cause of action arising from or related to such Consenting Lenders' breach of this Agreement or any other Definitive Documents;

(n) the occurrence of any default or event of default under the Bridge Facility Documents, First Lien Credit Documents, DIP Documents, or DIP Order, as applicable, that has not been cured or waived (if susceptible to cure or waiver) by the applicable percentage of lenders in accordance with the terms of the Bridge Facility Documents, DIP Documents or DIP Order, as applicable;

(o) the Company Parties lose the exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(p) the Bankruptcy Court enters an order denying confirmation of the Plan;

(q) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement; or

(r) the Consenting Sponsors terminate this Agreement pursuant to Section 12.03 hereof.

12.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 16.11 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect of any provision set forth in this Agreement by one or more of the Consenting Lenders holding an amount of First Lien Claims that would result in non-breaching Consenting Lenders holding less than fifty percent (50%) of the aggregate outstanding principal amount of First Lien Claims that remains uncured for a period of fifteen (15) Business Days after the receipt by the Consenting Stakeholders of written notice of such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party (including any special committee of such governing body, as applicable) determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, it is required to pursue an Alternative Restructuring Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 16.11 hereof detailing any such issuance; provided, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan.

12.03. Consenting Sponsor Termination Events. This Agreement may be terminated by a Consenting Sponsor in respect of such Consenting Sponsor by the delivery to the Company Parties of a written notice in accordance with Section 16.11 of this Agreement upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party or Consenting Stakeholders of any of the representations, warranties, or covenants of the Company Parties or Consenting Stakeholders, as applicable, set forth in this Agreement that (i) materially and adversely affects the treatment, rights, or obligations under this Agreement or the Plan of any Consenting Sponsor and (ii) remains uncured for ten (10) Business Days after such terminating Consenting Sponsors transmit a written notice in accordance with Section 16.11 of this Agreement detailing any such breach;

(b) the making publicly available, modifying, amending, or filing of any of the Definitive Documents without the consent of the Consenting Sponsors to the extent required under this Agreement;

(c) the Required Consenting Term Lenders terminate this Agreement pursuant to Section 12.01; or

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment, or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) either (1) such ruling, judgment or order has been issued at the request of any of the Company Parties in contravention of any obligations set forth in this Agreement or (2) remains in effect for ten (10) Business Days after such terminating Consenting Sponsors transmit a written notice in accordance with Section 16.11 of this Agreement detailing any such issuance; notwithstanding the foregoing, this termination right may not be exercised by any Consenting Sponsor that sought or requested such ruling or order in contravention of any obligation set out in this Agreement.

12.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Stakeholders; and (b) each Company Party.

12.05. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after either (a) the Plan Effective Date or (b) in the event that the Sale Transaction is effectuated out of court, the Sale Closing Date.

12.06. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party, and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; provided, however, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 12.06 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 12.06 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant

to Section 12.02(b) or Section 12.02(d). Nothing in this Section 12.06 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 12.02(b).

12.07. The Company Parties acknowledge that after the Petition Date, the giving of notice of termination by any Party pursuant to this Agreement shall not be considered a violation of the automatic stay of section 362 of the Bankruptcy Code; provided that nothing herein shall prejudice any Party's right to argue that the giving of notice of termination was not proper under the terms of this Agreement.

Section 13. *Fees and Expenses.* The Company Parties shall pay or reimburse all reasonable and documented fees and expenses of the AHG Professionals related to the Restructuring Transactions or the Chapter 11 Cases, whether incurred prior to, on or after the Agreement Effective Date, Petition Date, or Restructuring Effective Date, within five (5) Business Days of receipt of an invoice therefor. The Company Parties shall pay or reimburse all reasonable and documented fees and expenses of the Consenting Sponsors' Professionals related to the Restructuring Transactions or the Chapter 11 Cases, and incurred prior to or on the Agreement Effective Date, within five (5) Business Days of receipt of an invoice therefor; provided, however, that such reimbursement shall not exceed \$100,000.

Section 14. *Amendments and Waivers.*

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in a manner except in accordance with this Section 14.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party, (b) the Required Consenting Term Lenders, (c) solely to the extent any such modification, amendment, supplement or waiver would have a material, adverse, and disproportionate impact on the Consenting RCF Lenders, the Required Consenting RCF Lenders, (d) solely to the extent any such modification, amendment, supplement or waiver would have a material, adverse, and disproportionate (relative to the Company Parties, the Consenting Term Lenders, or the Consenting RCF Lenders) impact on the Consenting Sponsors, the Consenting Sponsors, and (e) solely to the extent any such modification, amendment, supplement, or waiver would have a material, adverse, and disproportionate impact on a particular Consenting Stakeholder, such impacted Consenting Stakeholders.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 14 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies

under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 15. *Mutual Releases.*

15.01. Releases.

(a) Releases by the Company Releasing Parties. Except as expressly set forth in this Agreement, effective on (and only upon) the Plan Effective Date or the Sale Closing Date (if the Sale Transaction occurs out of court), as applicable, and only with respect to each Party that has not terminated its obligations under this Agreement except to the extent set forth in Section 12.06 hereof, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party shall hereby be deemed released and discharged by each and all of the Company Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Company Releasing Parties that such of the foregoing Entities would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or interest in, a Company Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, the Company Releasing Parties (including the management, ownership, or operation of the Company Parties), the purchase, sale, or rescission of any security of the Company Parties, the subject matter of, or the transactions or events giving rise to, any Company Claim/Interest that is treated in the Plan, the business or contractual arrangements between any Company Party and any Released Party, the Company Parties' in or out of court restructuring efforts, intercompany transactions, the DIP financing, the exit financing, the Sale Transaction, the Chapter 11 Cases, this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement, the Definitive Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date or the Sale Closing Date, as applicable.

(b) Releases by the Consenting Stakeholder Releasing Parties. Except as expressly set forth in this Agreement, effective on (and only upon) the Plan Effective Date or the Sale Closing Date (if the Sale Transaction occurs out of court), as applicable, and only with respect to each Party that has not terminated its obligations under this Agreement except to the extent set forth in Section 12.06 hereof, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is hereby deemed released and discharged by each and all of the Consenting Stakeholder Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the

Company Parties that the Consenting Stakeholder Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or interest in, a Company Parties, based on or relating to, or in any manner arising from, in whole or in part, the Company Parties (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Company Parties or the reorganized Company Parties, the subject matter of, or the transactions or events giving rise to, any Company Claim/Interest that is treated in the Plan, the business or contractual arrangements between any Company Party and any Released Party, the Company Parties' in- or out-of-court restructuring efforts, intercompany transactions, the DIP financing, the exit financing, the Sale Transaction, the Chapter 11 Cases, this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement, the Definitive Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date or the Sale Closing Date, as applicable.

15.02. No Additional Representations and Warranties. Each of the Parties agrees and acknowledges that, except as expressly provided in this Agreement and the Definitive Documents, no other Party, in any capacity, has warranted or otherwise made any representations concerning any Released Claim (including any representation or warranty concerning the existence, nonexistence, validity, or invalidity of any Released Claim). Notwithstanding the foregoing, nothing contained in this Agreement is intended to impair or otherwise derogate from any of the representations, warranties, or covenants expressly set forth in this Agreement or any of the Definitive Documents.

15.03. Releases of Unknown Claims. Each of the Releasing Parties in each of the Releases contained in this Agreement expressly acknowledges that although ordinarily a general release may not extend to Released Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above Releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives and relinquishes any and all rights such Party may have or conferred upon it under any federal, state, or local statute, rule, regulation, or principle of common law or equity which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the Release or which may in any way limit the effect or scope of the Releases with respect to Released Claims which such Party did not know or suspect to exist in such Party's favor at the time of providing the Release, which in each case if known by it may have materially affected its settlement with any Released Party. Each of the Releasing Parties expressly acknowledges that the Releases and covenants not to sue contained in this Agreement are effective regardless of whether those released matters or Released Claims are presently known or unknown, suspected or unsuspected, or foreseen or unforeseen.

15.04. Turnover of Subsequently Recovered Assets. In the event that any Releasing Party (including any successor or assignee thereof and including through any third party, trustee, debtor in possession, creditor, estate, creditors' committee, or similar Entity) is successful in pursuing or receives, directly or indirectly, any funds, property, or other value on account of any claim, Cause of Action, or litigation against any Released Party that was released pursuant to the Release (or would have been released pursuant to the Release if the party bringing such claim were a Releasing Party), such Releasing Party (i) shall not commingle any such recovery with any of its other assets and (ii) agrees that it shall promptly turnover and assign any such recoveries to, and hold them in trust for, such Released Party.

15.05. Certain Limitations on Releases. For the avoidance of doubt, nothing in this Agreement and the Releases contained in this Section 15 shall or shall be deemed to result in the waiving or limiting by (a) the Company Parties, or any officer, director, member of any governing body, or employee or other Related Party thereof, of (i) any indemnification against any Company Party, any of their insurance carriers, or any other Entity, (ii) any rights under or as beneficiaries of any insurance policies or any contract or agreement with any Company Party or any of its Affiliates, (iii) wages, salaries, compensation, or benefits, (iv) intercompany claims, or (v) any interest held by a Company Party or other Related Party thereof; (b) the Consenting Stakeholders or the Prepetition Agent of any claims or "Obligations" under and as defined in each of the DIP Documents, Exit Facility Documents, or any other financing document (except as may be expressly amended or modified by the Plan, or any other financing document under and as defined therein); and (c) any Party or other Entity of any post-Agreement Effective Date obligations under this Agreement or post-Plan Effective Date obligations under the Plan, the Confirmation Order, the Restructuring Transaction, or any other Definitive Document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Restructuring Transactions.

15.06. Covenant Not to Sue. Each of the Releasing Parties hereby further agrees and covenants not to, and shall not, commence or prosecute, or assist or otherwise aid any other Entity in the commencement or prosecution of, whether directly, derivatively or otherwise, any Released Claims.

Section 16. *Miscellaneous*

16.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

16.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

16.03. Further Assurances. Subject to the terms of this Agreement, each Party hereby covenants and agrees to cooperate with each other in good faith with respect to the pursuit, approval, implementation, and consummation of the Restructuring Transactions, the Sale Transaction, the Recapitalization Transaction, and the Plan. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

16.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

16.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

16.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

16.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. Other than with respect to the Released Parties and the Parties referenced in Section 16.12, there are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity.

16.10. Relationship Among the Parties. It is understood and agreed that no Party to this Agreement has any duty of trust or confidence in any form with any other Party, and, except as provided in this Agreement, there are no agreements, commitments, or undertakings between or among them. In this regard, it is understood and agreed that any Party to this Agreement may trade in Company Claims/Interests without the consent of the Company Parties, as the case may be, or any other Party, subject to applicable securities laws, the terms of any applicable non-disclosure agreement, and the terms of this Agreement; provided that no Party shall have any responsibility for any such trading by any other Party by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement.

16.11. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to a Company Party, to:

Company
Cyxtera Technologies, Inc.
Attention: Victor Semah, Chief Legal Counsel
E-mail address: victor.semah@cyxtera.com

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Christopher Marcus, Derek I. Hunter
E-mail addresses: christopher.marcus@kirkland.com
derek.hunter@kirkland.com

- (b) if to a Consenting Term Lender, to:

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, NY 10166
Attention: Scott J. Greenberg, Steven Domanowski
E-mail addresses: sgreenberg@gibsondunn.com,
sdomanowski@gibsondunn.com

- (c) if to a Consenting Sponsor, to:

Latham & Watkins LLP
1271 6th Avenue
New York, NY 10020
Attention: George A. Davis, Joseph C. Celentino
E-mail addresses: george.davis@lw.com,
joe.celentino@lw.com

Any notice given by delivery, mail, or courier shall be effective when received.

16.12. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms for the benefit of the Company Parties (including for the benefit of any Party acting on behalf of any of the Company Parties, including any financial or other professional advisors of any of the foregoing) that (i) it has the requisite knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of the securities that may be acquired by it pursuant to the Restructuring Transactions contemplated hereby and has had such opportunity as it has deemed adequate to obtain such information as is necessary to permit such Party to evaluate the merits and risks of the securities that may be acquired by it pursuant to the Restructuring Transactions contemplated hereby, and (ii) that its decision to execute this Agreement and participate in any of the Restructuring Transactions contemplated hereby has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties and/or the Restructuring Transactions, and such decision is not in reliance upon any representations or warranties of any other Party (or such other Party's financial or other professional advisors) other than those contained in the Definitive Documents.

16.13. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

16.14. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

16.15. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.16. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

16.17. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.19. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

16.20. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 15 and the Confidentiality Agreements (in accordance with their terms) shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof. Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated prior to the Sale Closing Date (if the Sale Transaction occurs out of court) or the Plan Effective Date, then Section 15 shall not survive such termination, and the Releases set forth therein shall have no force or effect.

16.21. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3, Section 14, or otherwise, including a written approval by the Company Parties or the Required Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**Company Parties' Signature Page to
the Restructuring Support Agreement**

**CYXTERA COMMUNICATIONS, LLC
CYXTERA DATA CENTERS, INC.
CYXTERA DC HOLDINGS, INC.
CYXTERA DC PARENT HOLDINGS, INC.
CYXTERA FEDERAL GROUP, INC.
CYXTERA MANAGEMENT, INC.
CYXTERA NETHERLANDS B.V.
CYXTERA TECHNOLOGIES, INC.
CYXTERA TECHNOLOGIES MARYLAND, INC.
CYXTERA HOLDINGS, LLC
CYXTERA EMPLOYER SERVICES, LLC
CYXTERA TECHNOLOGIES, LLC
CYXTERA CANADA, LLC
CYXTERA DIGITAL SERVICES, LLC
CYXTERA COMMUNICATIONS CANADA, ULC
CYXTERA CANADA TRS, ULC
CYXTERA TECHNOLOGY UK LIMITED
CYXTERA UK TRS LIMITED**

By: _____

Name: Carlos I. Sagasta

Authorized Signatory

**Consenting Stakeholder Signature Page to
the Restructuring Support Agreement**

[CONSENTING STAKEHOLDER]

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
RCF Claims	
Term Loan Claims	
Equity Interests	

EXHIBIT A

Company Parties

1. Cyxtera Communications, LLC
2. Cyxtera Data Centers, Inc.
3. Cyxtera DC Holdings, Inc.
4. Cyxtera DC Parent Holdings, Inc.
5. Cyxtera Federal Group, Inc.
6. Cyxtera Management, Inc.
7. Cyxtera Netherlands B.V.
8. Cyxtera Technologies, Inc.
9. Cyxtera Technologies Maryland, Inc.
10. Cyxtera Holdings, LLC
11. Cyxtera Employer Services, LLC
12. Cyxtera Technologies, LLC
13. Cyxtera Canada, LLC
14. Cyxtera Digital Services, LLC
15. Cyxtera Communications Canada, ULC
16. Cyxtera Canada TRS, ULC
17. Cyxtera Technology UK Limited
18. Cyxtera UK TRS Limited

EXHIBIT B

Restructuring Term Sheet

CYXTERA TECHNOLOGIES, INC., *ET AL.*

RESTRUCTURING TERM SHEET

May 4, 2023

This term sheet (the “*Term Sheet*”) summarizes the material terms and conditions of proposed transactions (the “*Restructuring Transactions*”) to restructure the existing indebtedness of, and equity interests in, Cyxtera Technologies, Inc. and its direct and indirect subsidiaries (“*Cyxtera*,” or the “*Company*”). The Restructuring Transactions will be consummated through a Sale Transaction or the Plan filed in the Chapter 11 Cases on the terms, and subject to the conditions, set forth in the Restructuring Support Agreement (together with the exhibits and schedules attached to such agreement, including this Term Sheet, each as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “*RSA*”).¹

THIS TERM SHEET IS NEITHER AN OFFER WITH RESPECT TO ANY SECURITIES NOR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY. THIS TERM SHEET DOES NOT ADDRESS ALL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH THE PROPOSED RESTRUCTURING TRANSACTIONS OR THAT WILL BE SET FORTH IN THE DEFINITIVE DOCUMENTATION.

Without limiting the generality of the foregoing, this Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution, and delivery of definitive documentation acceptable to the Company and the Consenting Lenders, as applicable. The regulatory, tax, accounting, and other legal and financial matters and effects related to the Restructuring Transactions and any related restructuring or similar transaction have not been fully evaluated and any such evaluation may affect the terms and structure of any Restructuring Transactions or related transactions.

This Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions.

¹ Terms used but not defined herein shall have the meanings ascribed to them elsewhere in this Term Sheet or in the RSA to which this Term Sheet is attached.

OVERVIEW	
Restructuring Summary	<p>The Restructuring Transactions will be accomplished through either (i) a potential Sale Transaction or (ii) a potential recapitalization of the Company's balance sheet (the "Recapitalization Transaction") implemented through cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the Bankruptcy Court pursuant to the RSA.</p> <p>To the extent the Company pursues the Recapitalization Transaction, the RSA will obligate the Company and Consenting Lenders to support a plan of reorganization (the "Plan") that will effectuate the Restructuring Transactions on the terms and conditions set forth in this Term Sheet. To the extent the Company pursues a Sale Transaction, the Restructuring Transactions may be effectuated either out of court or in the Chapter 11 Cases, including pursuant to the Plan.</p> <p>This Term Sheet contemplates a restructuring in two potential phases:</p> <ol style="list-style-type: none"> i. The Marketing Process (Phase 1). In late March / early April 2023, the Company, with the assistance of their investment banker, Guggenheim Securities, LLC, launched a marketing process (the "Marketing Process") to determine the highest and best <i>bona fide</i> offer, in the Company's business judgment, to purchase some or all of the Company's business enterprise (the "Sale Transaction"). The Sale Transaction may be implemented, at the reasonable discretion of the Company and the Required Consenting Term Lenders, either out of court or in court through the Chapter 11 Cases, including through the Plan. ii. Recapitalization Transaction (Phase 2). To the extent the Marketing Process does not result in an Acceptable Transaction by the Sale Closing Date, or if one or more of the other Toggle Trigger Events occurs, the Company shall promptly terminate the Marketing Process (unless otherwise agreed by the Required Consenting Term Lenders) and, within 5 Business Days of the Toggle Date, commence the Chapter 11 Cases to implement the Recapitalization Transaction as set forth in this Term Sheet, the RSA, and the other Definitive Documents. <p>In the event that the Company Parties and Required Consenting Term Lenders agree to continue the Marketing Process and/or consummate a Sale Transaction in the Chapter 11 Cases, including through the Plan, then the Company Parties and Required Consenting Term Lenders agree to negotiate, in good faith, any necessary and conforming changes to the terms hereunder.</p>
Current Indebtedness	<p>The Company is subject to the following prepetition obligations:</p> <ul style="list-style-type: none"> • RCF Claims. The Company is party to that certain first lien, multi-currency revolving credit facility (the "Revolving Credit Facility") issued pursuant to that certain First Lien Credit Agreement, dated as of May 1, 2017, by and among Cyxtera DC Parent Holdings, Inc., Colorado Buyer Inc., as borrower, the first lien lenders party thereto, and Citibank, N.A. as administrative and collateral agent (as amended, supplemented, or otherwise modified from time to time, the "First Lien Credit Agreement"). As of the date hereof,

	<p>approximately \$102,053,125 in unpaid aggregate principal amount is outstanding under the Revolving Credit Facility, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the Revolving Credit Facility (such amounts, the “RCF Claims”);</p> <ul style="list-style-type: none"> • Term Loan Claims. The Company is party to that certain first lien term loan credit facility issued pursuant to the First Lien Credit Agreement (the “Term Loan Facility,” and the Term Loan Facility together with the Revolving Credit Facility, the “First Lien Facilities”). As of the date hereof, approximately \$864,387,500 in aggregate principal amount is outstanding under the Term Loan Facility, plus accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under or in connection with the Term Loan Facility (such amounts the “Term Loan Claims,” and the Term Loan Claims together with the RCF Claims, the “First Lien Claims”); • Receivables Facility Claims. The Company participates in an Accounts Receivable Sales Program with PNC Bank, National Association, and certain other parties (the “A/R Program”). As of the date hereof, the Company owes an aggregate of approximately \$37,500,000 in connection with the A/R Program (such amounts, the “Receivables Facility Claims”); • Lease Claims. The Company is party to certain finance and operational leases, installment sale agreements, conditional sale agreements, hire purchase agreements, or similar instruments or secured loans that the Company enters into, as lessee, buyer, or debtor in relation to the equipment subject thereto (the “Leases,” and claims under such Leases, the “Lease Claims”); and • Existing Equity Interests. The Company has issued Class A common stock, which common stock trades on the Nasdaq Stock Market LLC under ticker symbol CYXT (the “Existing Common Stock,” and any interests arising from the Existing Common Stock at any given time prior to the Plan Effective Date, if any, the “Equity Interests”).
THE MARKETING PROCESS (PHASE 1)	
Sale Process and Selection of a Winning Bid	<p>The Company shall conduct the Marketing Process, in consultation with the AHG, according to the Out-of-Court Milestones and commitments set forth in the RSA and in a manner intended to minimize time, risk, and cost of execution in the Company’s business judgment and to maximize value.</p> <p>The Company will review each Final Bid that contemplates an Acceptable Transaction (“Acceptable Bids”). If the Company determines, in its business judgment and consistent with its fiduciary duties, and in consultation with the AHG, that any Acceptable Bid constitutes the most value maximizing transaction available to the Company, the Company shall select the applicable Acceptable Bid as the winning bid (the “Winning Bid”) and, upon consent of the Required</p>

	Consenting Term Lenders, work expeditiously to consummate the transaction contemplated thereby (the “ Winning Transaction ”).
First Lien Credit Agreement Amendment	<p>The First Lien Credit Agreement shall be amended (such amendment, the “First Lien Credit Agreement Amendment”) to include, among other things, and in each case as reasonably acceptable to the AHG and the Company, (i) the Liability Management Protections; (ii) the removal or limitation of all non-ordinary course capacity with respect to negative covenants, including permitted indebtedness, permitted liens, permitted investments, restricted payments, asset dispositions and reinvestment rights, affiliate transactions, fundamental changes, and sale leaseback transactions; and (iii) a limited carve out to permit incurrence of the Bridge Facility.</p> <p>The First Lien Credit Agreement Amendment shall close concurrently with the Bridge Facility.</p>
Bridge Financing	<p>In support of the Marketing Process and the Restructuring Transactions, certain of the Consenting Term Lenders shall provide the Company, concurrently with entry into the RSA, with a super-senior secured term loan financing facility in an aggregate principal amount of \$50 million (the “Bridge Facility,” and such lenders, the “Bridge Facility Lenders”) on terms reasonably acceptable to the AHG and the Company, which terms shall in any event include:</p> <ul style="list-style-type: none"> • <u>Timing</u>: The documents governing the Bridge Facility shall become effective, and proceeds thereof shall be disbursed, concurrently with the First Lien Credit Agreement Amendment and in any event no later than May 4, 2023. A portion of the Bridge Facility proceeds may, at the election of the Company and Required Consenting Term Lenders, be funded into escrow and/or subject to a delayed draw mechanic. • <u>Participation</u>: At the election of the Required Consenting Term Lenders, participation may be made available to all holders of First Lien Claims on a <i>pro rata</i> basis, subject to a customary backstop by certain of the Consenting Term Lenders (the “Backstop Parties”), which shall be in form and substance acceptable to the AHG and the Company. • <u>Maturity</u>: Coterminous with the existing maturity date of the Term Loan Facility. • <u>Interest</u>: SOFR <i>plus</i> 500 bps. • <u>Backstop Fee</u>: 600 bps, payable in cash at closing pro rata to the Backstop Parties. • <u>Commitment Fee</u>: 300 bps, payable in cash at closing pro rata to the Bridge Facility Lenders, including, for the avoidance of doubt, the Backstop Parties. • <u>Priority</u>: The Bridge Facility shall be senior in right of payment to the Term Loan Facility and shall be secured by a <i>pari passu</i> lien on all collateral securing the Term Loan Facility (the “Bridge Financing Liens”).

	<ul style="list-style-type: none"> • <u>Collateral</u>: In addition to the Bridge Financing Liens, the Bridge Facility shall be secured by (i) deposit account control agreements over certain of the Company’s bank accounts, and (ii) additional collateral and guarantees from additional guarantors in any case mutually acceptable to both the AHG and the Company. • <u>Covenants</u>: Covenants shall, among other things, (i) not permit non-ordinary course capacity with respect to negative covenants unless otherwise agreed by the AHG and (ii) include the Liability Management Protections. • <u>Rating Requirement</u>. The Company shall use commercially reasonable efforts to obtain a rating for the Bridge Facility from each of Moody’s and S&P.
Staple Financing²	<p>In connection with any Sale Transaction and at the option of the Company, and provided that the Winning Transaction contemplates an equity investment of no less than 40% of the Sale Enterprise Value (unless otherwise agreed to by the Required Consenting Term Lenders), the Term Loan Lenders shall provide a staple financing facility according to the following terms (the “<i>Staple Financing Facility</i>” and the loans advanced pursuant thereto, the “<i>Staple Financing Loans</i>”):</p> <ul style="list-style-type: none"> • <u>Lenders</u>: The Term Loan Lenders. • <u>Principal Amount</u>: No greater than \$600 million. • <u>Priority/Collateral</u>: The Staple Financing Facility shall be secured by first priority liens on (i) all Collateral and (ii) all Unencumbered Assets of the Loan Parties. Certain non-Loan Parties acceptable to the Required Consenting Term Lenders (the “<i>Additional Guarantors</i>”) shall also provide additional guarantees for the benefit of the Staple Financing Facility. • <u>Loan Parties</u>: All Loan Parties and Guarantors, plus the Additional Guarantors • <u>Interest</u>: The Staple Financing Loans shall bear interest (such interest, the “<i>Staple Interest</i>”) at a rate equal to (a) if the Company achieves the Staple Rating Requirement, SOFR <i>plus</i> 500bps <i>plus</i> a credit spread adjustment of 0.26161%; or (b) if the Company fails to achieve the Staple Rating Requirement, SOFR <i>plus</i> 550bps <i>plus</i> a credit spread adjustment of 0.26161%. In the event that the Staple Interest is determined in accordance with clause (a) of the preceding sentence, 50–150 bps shall be payable in kind at the option of the Company and the balance shall be payable in cash; in the event that the Staple Interest is determined in accordance with clause (b) of the preceding sentence, 50–200 bps shall be payable in kind at the option of

² Terms used but not defined in this section shall have the meanings set forth in that certain First Lien Collateral Agreement dated as of May 1, 2017, by and among Cyxtera DC Parent Holdings, Inc., Colorado Buyer Inc., the other guarantors from time to time party thereto, and Citibank, N.A., as collateral agent (“***First Lien Collateral Agreement***”).

	<p>the Company and the balance shall be payable in cash. In any event, the Staple interest shall be paid quarterly.</p> <ul style="list-style-type: none"> • <u>OID</u>: 1.5 percent • <u>Amortization</u>: The Staple Financing Loans shall amortize at 1 percent per annum, paid in quarterly installments. • <u>Maturity</u>: Five years from the effective date of the Staple Financing Effective Date. • <u>Call Protection</u>: The Staple Financing Facility shall be callable (i) at a 1 percent penalty for the first year following the Staple Financing Effective Date and (ii) without penalty thereafter. • <u>Covenants</u>: Covenants shall be determined by mutual agreement between the Company and the AHG but in any event shall include: (a) a carve-out to allow for the incurrence of a new money revolving credit facility in a minimum amount to be agreed by the Company and the Required Consenting Term Lenders; (b) no non-ordinary course capacity with respect to negative covenants, subject to certain exceptions satisfactory to the Required Consenting Term Lenders; (c) the Liability Management Protections, which shall be included as sacred rights; and (d) financial covenants acceptable to the Required Consenting Term Lenders, including, in any event, a minimum cash or liquidity covenant acceptable to the Required Consenting Term Lenders. • <u>Rating Requirement</u>. The Company shall use commercially reasonable efforts to obtain a rating for the Staple Financing Facility of no worse than B3 and B- from Moody's and S&P, respectively, within 30 days of the Staple Financing Effective Date (the "<i>Staple Rating Requirement</i>").
Treatment of Claims and Interests	<p>The Company's balance sheet shall be unaffected by the Sale Transaction except as otherwise set forth below:</p> <ul style="list-style-type: none"> • <u>Revolving Credit Facility</u>: Following the Sale Closing Date (if the Sale Transaction closes out of court), either (i) the Revolving Credit Facility shall be refinanced in full; or (ii) the First Lien Credit Agreement shall be amended such that the maturity date of the Revolving Credit Facility is extended to be coterminous with the Staple Financing Facility. • <u>Bridge Facility</u>: Following the Sale Closing Date (if the Sale Transaction closes out of court), unless otherwise agreed to by Bridge Facility Lenders holding at least two-thirds in aggregate principal amount of the then-outstanding Bridge Facility Loans, each holder of Bridge Facility Loans shall receive its Pro Rata share of the Par Plus Recovery, and (ii) solely to the extent such holder is a Consenting Term Lender, its Pro Rata share of the Excess Term Loan Recovery, if applicable. • <u>Term Loan Facility</u>: Following the Sale Closing Date (if the Sale Transaction closes out of court), unless otherwise agreed to by the Required Consenting

	<p>Term Lenders, each holder of a Term Loan Claim shall receive (i) its Pro Rata share of the Par Plus Recovery and (ii) solely to the extent such holder is a Consenting Term Lender, its Pro Rata share of the Excess Term Loan Recovery, if applicable.</p> <ul style="list-style-type: none"> • <u>Existing Common Stock</u>: Following the Sale Closing Date (if the Sale Transaction closes out of court), holders of the Existing Common Stock shall receive (i) their <i>pro rata</i> share of the Sale Equity Distribution and (ii) their <i>pro rata</i> share of the Excess Equity Recovery, if applicable; <i>provided</i> that if holders of Existing Common Stock receive or retain, following a Sale Transaction, value in excess of the Minimum Equity Value, such excess shall reduce the Minimum Equity Value on a dollar-for-dollar basis unless holders of Bridge Facility Claims and Term Loan Claims have received their Pro Rata share of the Par Plus Recovery.
Company Status	The Company may be public or private following consummation of the Sale Transaction, if any.
THE RECAPITALIZATION TRANSACTION (PHASE 2)	
General	<p>Unless otherwise agreed to by the Required Consenting Term Lenders, the Company shall toggle from pursuing the Sale Transaction to pursuing the Recapitalization Transaction upon the occurrence of one or more of the following (each, a “<i>Toggle Trigger Event</i>”):</p> <ol style="list-style-type: none"> any Out-of-Court Milestone is breached; no Acceptable IOI is received by the IOI Deadline; no Acceptable Bid is received by the Final Bid Deadline; on the Sale Closing Date, the Company is unable to, or in the reasonable judgment of both the Company and the Required Consenting Term Lenders will not be able to (a) satisfy the Minimum Sale Proceeds Requirement and/or (b) retain the Minimum Required Liquidity as contemplated in this Term Sheet; or the Marketing Process is terminated. <p>Notwithstanding anything to the contrary herein or in the RSA, unless otherwise agreed to by the Required Consenting Term Lenders, the Company shall file the Chapter 11 Cases on the earlier of (a) May 14, 2023, and (b) within 5 Business Days following the Toggle Date.</p>
DIP Financing	<p>Pursuant to the Recapitalization Transaction, the Company shall seek approval of a non-amortizing, super-senior secured debtor-in-possession financing facility (the “<i>DIP Facility</i>,” the loans advanced thereunder, the “<i>DIP Loans</i>,” and the lenders thereunder, the “<i>DIP Lenders</i>”) subject to a competitive marketing process.</p> <p>If the DIP Facility is provided by certain Consenting Term Lenders, then (i) the DIP Facility shall be made available to all Consenting Lenders on a <i>pro rata</i> basis; (ii) the DIP Facility shall convert into the First-Out Take-Back Debt Facility on the Plan Effective Date; (iii) the adequate protection provided by the Company to</p>

	<p>the DIP Lenders shall include (x) current payment in cash of default interest on account of such DIP Lenders’ Term Loan Claims and, as applicable, Bridge Facility Claims, and (y) payment of the DIP Lenders’ reasonable, documented professional fees incurred during the Chapter 11 Cases, among other adequate protection acceptable to the DIP Lenders, the Required Consenting Term Lenders, and the Company; and (iv) the Company shall use commercially reasonable efforts to obtain a rating for the DIP Facility from each of Moody’s and S&P.</p> <p>Subject to a standard market check, unless otherwise consented to by the Required Consenting Term Lenders, the Bridge Facility shall, at the election of the Required Consenting Term Lenders, either be (i) refinanced by the DIP Facility or (ii) roll into the DIP Facility on a <i>pari passu</i> or senior basis upon entry of the final DIP Order. Any roll-up ratio shall be acceptable to the Required Consenting Term Lenders and the Company.</p>	
Exit Financing	<p>On the Plan Effective Date, the reorganized Company (the “<i>Reorganized Cyxtera</i>”) shall enter into the following Exit Facilities: (i) a senior secured, first lien “first-out” term loan facility (the “<i>First-Out Take-Back Debt Facility</i>”), and (ii) a senior secured, first lien “second-out” term loan facility (the “<i>Second-Out Take-Back Debt Facility</i>” and, together with the First-Out Take-Back Debt Facility, the “<i>Exit Facilities</i>”). The terms, conditions, structure, and principal amount of the Exit Facilities shall be in form and substance acceptable to the Required Consenting Term Lenders and the Company.</p> <p>In any event, the aggregate quantum of the First-Out Take-Back Debt Facility and the Second-Out Take-Back Debt Facility shall not exceed 60 percent of Standalone Enterprise Value, unless otherwise agreed by the Required Consenting Term Lenders and the Company.</p>	
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE RECAPITALIZATION TRANSACTION		
Type of Claim	Treatment	Impairment / Voting
Unclassified Non-Voting Claims		
DIP Claims	On the Plan Effective Date, each holder of an allowed DIP Claim shall receive either (i) its <i>pro rata</i> share of the First-Out Take-Back Debt Facility or (ii) payment in full in cash.	N/A
Administrative Claims	Each holder of an allowed administrative claim, including claims of the type described in section 503(b)(9) of the Bankruptcy Code to the extent such claim has not already been paid during the Chapter 11 Cases (each, an “ <i>Administrative Claim</i> ”), shall receive payment in full, in cash, of the unpaid portion of its allowed Administrative Claim on the Plan Effective Date or as soon as reasonably practicable thereafter (or, if payment is not then due, shall be paid in accordance with its terms) or pursuant to such other terms as	N/A

	may be agreed to by the holder of such Administrative Claim and the Company.	
Priority Tax Claims	Each holder of an allowed claim described in section 507(a)(8) of the Bankruptcy Code, to the extent such claim has not already been paid during the Chapter 11 Cases (collectively, the “ Priority Tax Claims ”), shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.	N/A
Classified Claims and Interests		
Other Priority Claims	Each holder of an allowed claim described in section 507(a) of the Bankruptcy Code other than a Priority Tax Claim, to the extent such claim has not already been paid during the Chapter 11 Cases (collectively, the “ Other Priority Claims ”), shall receive payment in full, in cash, of the unpaid portion of its Other Priority Claim on the Plan Effective Date or as soon as reasonably practicable thereafter (or, if payment is not then due, shall be paid in accordance with its terms) or pursuant to such other terms as may be agreed to by the holder of an Other Priority Claim and the Company.	Unimpaired / Deemed to Accept
Other Secured Claims	Each holder of an allowed prepetition secured claim other than a First Lien Claim (each, an “ Other Secured Claim ”), shall receive, in the discretion of the Company Parties and the Required Consenting Term Lenders, either (i) payment in full in cash of the unpaid portion of its Other Secured Claim on the Plan Effective Date or as soon as reasonably practicable thereafter (or if payment is not then due, shall be paid in accordance with its terms), (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code, or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
First Lien Claims	<p>Allowance. The First Lien Claims shall be allowed in an aggregate principal amount of no less than \$966,440,625, plus interest, fees, premiums, and all other obligations, amounts and expenses due and owing under the First Lien Facilities as of the Plan Effective Date pursuant to the First Lien Credit Agreement or related documents (including accrued but unpaid post-petition interest at the default contract rate).</p> <p>Treatment. On the Plan Effective Date or as soon as reasonably practicable thereafter, except to the extent that a holder of a First Lien Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed First Lien Claim, each holder of a First Lien Claim shall receive its <i>pro rata</i> share of (a) the Second-Out Take-Back Debt Facility; and (b) 100 percent of the New Common Stock, subject to dilution by (i) the Recapitalization MIP, (ii) the Equity Recovery Stock</p>	Impaired / Entitled to Vote

	Component, and (iii) any rights offering acceptable to the Required Consenting Term Lenders and the Company.	
Receivables Facility Claims	In full and final satisfaction of their claims, on the Plan Effective Date, holders of Receivables Facility Claims shall receive treatment sufficient to render them unimpaired in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Deemed to Accept
General Unsecured Claims	<p>Except to the extent that a holder of an allowed general unsecured claim (each, a “General Unsecured Claim”) agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed General Unsecured Claim, each holder of a General Unsecured Claim shall receive, in the discretion of the Company Parties and the Required Consenting Term Lenders:</p> <p>(A) in the event the Recapitalization Transaction is consummated through Pre-Packaged Chapter 11 Cases, either (i) reinstatement of such allowed General Unsecured Claim pursuant to section 1124 of the Bankruptcy Code; (ii) payment in full in cash on (a) the Plan Effective Date or as soon as reasonably practicable thereafter, or (b) the date on which such payment would be due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such allowed General Unsecured Claim; or (iii) such other recovery as may be agreed to by the holder of a General Unsecured Claim, the Company, and the Required Consenting Term Lenders; or</p> <p>(B) in the event the Recapitalization Transaction is not consummated through Pre-Packaged Chapter 11 Cases, to-be-determined treatment acceptable to the Required Consenting Term Lenders and the Company.</p>	Unimpaired / Deemed to Accept or Impaired / Entitled to Vote or Impaired / Deemed to Reject
Section 510(b) Claims	On the Plan Effective Date, allowed claims arising under section 510(b) of the Bankruptcy Code (each, a “ 510(b) Claim ”), if any, shall be cancelled without any distribution, and such holders of 510(b) Claims will receive no recovery.	Impaired / Deemed to Reject
Intercompany Claims	Claims held by one Company Entity against another Company Entity (each, an “ Intercompany Claim ”) may be reinstated as of the Plan Effective Date or, at Cyxtera’s or Reorganized Cyxtera’s option, may be cancelled, and no distribution shall be made on account of such claims.	Unimpaired / Deemed to Accept or Impaired / Deemed to Reject

Intercompany Interests	Interests in a Company Entity held by another Company Entity (each, an “ Intercompany Interest ”) may be reinstated as of the Plan Effective Date or, at Cyxtera’s or Reorganized Cyxtera’s option, be cancelled, and no distribution shall be made on account of such interests.	Unimpaired / Deemed to Accept or Impaired / Deemed to Reject
Existing Equity Interests	<p>On the Plan Effective Date or as soon as reasonably practicable thereafter, except to the extent that a holder of an Equity Interest agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Equity Interest, each holder of an Equity Interest shall receive:</p> <p>(A) in the event the Recapitalization Transaction is consummated through Pre-Packaged Chapter 11 Cases, its <i>pro rata</i> share of the Equity Recovery Pool. In such case, the Plan shall provide for the funding of a value recovery pool in an amount no less than the Equity Plan Recovery Amount for distribution to holders of Equity Interests on a <i>pro rata</i> basis (the “Equity Recovery Pool”). The Equity Recovery Pool shall be in a form acceptable to the Required Consenting Term Lenders; or</p> <p>(B) in the event the Recapitalization Transaction is not consummated through Pre-Packaged Chapter 11 Cases, no recovery. In such case, the Equity Interests shall be cancelled and extinguished.</p>	<p>Impaired / Entitled to Vote</p> <p>or</p> <p>Impaired / Deemed to Reject</p>
OTHER TERMS OF THE PLAN		
Management Equity Incentive Plan	In the event of a Recapitalization Transaction, the Plan shall provide that up to 10% of the value of the New Common Stock as of the Plan Effective Date on a fully diluted basis shall be issued in connection with a management incentive plan (the “ Recapitalization MIP ”) on terms acceptable to the Required Consenting Term Lenders and the Company. The issuance of any awards under the Recapitalization MIP shall be at the discretion of the new board of directors of reorganized Cyxtera.	
Executory Contracts and Unexpired Leases	<p>The Plan shall provide that executory contracts and unexpired leases that are not rejected as of the Plan Effective Date (either pursuant to the Plan or a separate motion) will be deemed assumed pursuant to section 365 of the Bankruptcy Code.</p> <p>Allowed claims arising from the rejection of any of the Company’s executory contracts and unexpired leases shall be classified as General Unsecured Claims.</p> <p>Cyxtera shall seek to reject such leases as may be determined by the Company with the consent of the Required Consenting Term Lenders.</p>	

Retained Causes of Action	Reorganized Cyxtera shall retain all rights to commence and pursue any causes of action other than any causes of action released or exculpated in the Plan (including, without limitation, by the Company) pursuant to the release and exculpation provisions outlined in this Term Sheet, the RSA, or any other Definitive Document.
Plan Releases and Exculpations	The Plan shall include customary exculpation provisions and releases of claims, litigations, or other causes of action arising on or before the Plan Effective Date.
Corporate Governance Documents	In connection with the Plan Effective Date, and consistent with section 1123(a)(6) of the Bankruptcy Code, Reorganized Cyxtera shall adopt customary corporate governance documents, including amended and restated certificates of incorporation, bylaws, and shareholders' agreements in form and substance reasonably acceptable to Reorganized Cyxtera and the Required Consenting Term Lenders.
New Board of Directors	On and immediately following the Plan Effective Date, the board of directors of Reorganized Cyxtera shall be acceptable to the Required Consenting Term Lenders, including, without limitation, with respect to the number and identity of the directors.
Tax Issues	The Parties will use commercially reasonable efforts to structure the Restructuring Transactions to preserve favorable tax attributes. The tax structure of the Restructuring Transactions shall otherwise be acceptable to the Required Consenting Term Lenders and the Company.

DEFINITIONS

<i>“Acceptable IOI”</i>	means an IOI that contemplates an Acceptable Transaction.
<i>“Acceptable Transaction”</i>	means, unless otherwise agreed to by the Required Consenting Term Lenders, a Sale Transaction that, at a minimum: (i) provides the Company with Net Sale Proceeds no less than the Par Plus Value and (ii) leaves the Company with no less than the Minimum Required Liquidity.
<i>“AHG”</i>	means an ad hoc group of certain holders of Term Loan Claims represented by Gibson, Dunn & Crutcher LLP and Houlihan Lokey Capital, Inc.
<i>“Bridge Facility Claims”</i>	means claims arising on account of the Bridge Facility Loans.
<i>“Bridge Facility Loans”</i>	means loans issued pursuant to the Bridge Facility.
<i>“DIP Claims”</i>	means claims arising on account of a DIP Loan.
<i>“Equity Plan Recovery Amount”</i>	means an amount equal to the lesser of (i) \$20 million, and (ii) 4.75% of Plan Equity Value, subject to dilution by the Recapitalization MIP and any rights offering acceptable to the Required Consenting Term Lenders and the Company.
<i>“Equity Recovery Cash Component”</i>	means an amount of cash equal to the Equity Plan Recovery Amount <i>less</i> the value of the Equity Recovery Stock Component.
<i>“Equity Recovery Stock Component”</i>	means an amount of New Common Stock to be determined by the Required Consenting Term Lenders and the Company, subject to dilution by the Recapitalization MIP.
<i>“Excess Equity Recovery”</i>	means 0.925 <i>multiplied</i> by the amount by which Net Sale Proceeds exceed the Par Plus Value.
<i>“Excess Term Loan Recovery”</i>	means 0.075 <i>multiplied</i> by the amount by which Net Sale Proceeds exceed the Par Plus Value.
<i>“Liability Management Protections”</i>	means (i) a provision prohibiting payment or lien subordination of the Term Loan Claims, (ii) a “Chewy protection” provision, (iii) a “J. Crew protection” provision, which shall be applicable to both unrestricted subsidiaries and non-loan parties, (iv) an “Incora protection” provision, and (v) a provision prohibiting the Company from engaging in non-cash open market purchases, each of which shall be acceptable to the Required Consenting Term Lenders.
<i>“Loan Parties”</i>	has the meaning set forth in the First Lien Credit Agreement.

<i>“Minimum Equity Value”</i>	<p>means an amount no less than \$30 million, <i>provided</i> that the same may be reduced to no less than \$25 million pursuant to a scale mutually agreed to by the Required Consenting Term Lenders and the Company in the event that the Winning Transaction does not result in Net Sale Proceeds that exceed the Par Plus Value.</p> <p>For the avoidance of doubt, in no event shall the Minimum Equity Value be construed to limit the value that the holders of Existing Common Stock may receive from the Sale Transaction.</p>
<i>“Minimum Required Liquidity”</i>	means, as of the Sale Closing Date, liquidity in an amount acceptable to the Required Consenting Term Lenders.
<i>“Minimum Sale Proceeds Requirement”</i>	means Net Sale Proceeds in an amount equal to Par Plus Value.
<i>“Net Sale Proceeds”</i>	means proceeds of the Winning Transaction in the form of cash and/or takeback debt (excluding any takeback debt in respect of the Revolving Credit Facility) <i>less</i> the sum of: (i) all fees and expenses incurred in connection with the Winning Transaction and (ii) Minimum Equity Value.
<i>“New Common Stock”</i>	means, a single class of common equity interests issued by Reorganized Cyxtera on the Plan Effective Date.
<i>“Par Plus Recovery”</i>	means value no less than the Par Plus Value.
<i>“Par Plus Value”</i>	means, unless otherwise agreed by the Company and the Required Consenting Term Lenders, value equal to the aggregate value of all principal, accrued but unpaid interest, and fees on all (i) Term Loan Claims, (ii) Bridge Facility Claims, and (iii) DIP Claims outstanding as of the Sale Closing Date, if applicable.
<i>“Plan Effective Date”</i>	means the date on which all conditions precedent to the effectiveness of the Plan have been satisfied or waived in accordance with its terms and this Term Sheet, the RSA, and the other Definitive Documents.
<i>“Plan Equity Value”</i>	means the equity value of Reorganized Cyxtera as of the Plan Effective Date, calculated in accordance with generally accepted accounting principles
<i>“Pre-Packaged Chapter 11 Cases”</i>	means Chapter 11 Cases effectuated through confirmation of a Plan, votes for which have been solicited on a prepetition basis and consummation of which shall occur on a Plan Effective Date occurring no later than 60 days after the Petition Date.
<i>“Pro Rata”</i>	means, as applicable, (i) with respect to recoveries on account of Term Loan Claims and Bridge Facility Claims following a Sale Transaction, the ratio that any Term Loan Claim or Bridge Facility Claim bears to the aggregate amount of all Term Loan Claims and Bridge Facility Claims; or (ii) with

	respect to recoveries on account of Term Loan Claims or Bridge Facility Claims held by Consenting Term Lenders following a Sale Transaction, the ratio that any Term Loan Claim or Bridge Facility Claim held by any such Consenting Term Lender bears to the aggregate amount of Term Loan Claims and Bridge Facility Claims held by all Consenting Term Lenders.
<i>“Required Consenting Term Lenders”</i>	means, as of the relevant date, Consenting Term Lenders holding at least two-thirds in aggregate outstanding principal amount of the Term Loan Claims that are held by Consenting Term Lenders.
<i>“Sale Enterprise Value”</i>	means the <i>pro forma</i> enterprise value of the Company following consummation of the Winning Transaction, calculated in accordance with generally accepted accounting principles, <i>excluding</i> any liabilities arising in connection with Leases that are capital leases.
<i>“Sale Equity Distribution”</i>	means value no less than the Minimum Equity Value in a form to be determined by the Required Consenting Term Lenders.
<i>“Standalone Enterprise Value”</i>	means the enterprise value of Reorganized Cyxtera as of the Plan Effective Date, calculated in accordance with generally accepted accounting principles, <i>excluding</i> any liabilities arising in connection with Leases that are capital leases.
<i>“Staple Financing Credit Agreement”</i>	means the credit agreement governing the terms of the Staple Financing Facility.
<i>“Staple Financing Effective Date”</i>	means the effective date of the Staple Financing Credit Agreement.
<i>“Term Loan Lenders”</i>	means the lenders under the Term Loan Facility.
<i>“Toggle Date”</i>	means, as applicable, (i) the day on which a Toggle Trigger Event occurs or (ii) the day the Company Parties determine, in their reasonable business judgment, and the Required Consenting Term Lenders agree, to toggle to a Recapitalization Transaction.
<i>“Unencumbered Assets”</i>	means, at any given time, all assets of a given Company Entity or Entities that are not subject to a validly perfected lien, including, without limitation, the equity of all first tier Foreign Subsidiaries (as defined in the First Lien Collateral Agreement) of the Loan Parties, deposit account control agreements, and any other asset not previously pledged to secure a loan in favor of the Company.

EXHIBIT C

Form of Transfer Agreement

The undersigned (“**Transferee**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the “**Agreement**”),¹ by and among Cyxtera Technologies, Inc. and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a “**Transferor**”), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a [“Consenting Lender”] [“Consenting Sponsor”] under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
RCF Claims	
Term Loan Claims	
Equity Interests	

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

EXHIBIT D

Form of Joinder Agreement

The undersigned (“**Joinder Party**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as [●], 2023, by and among the Company Parties and the Consenting Stakeholders (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Agreement**”),¹ and agrees to be bound by the terms and conditions thereof to the extent that the other Parties are thereby bound, and shall be deemed a [“Consenting Lender”] [“Consenting Sponsor”] under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date this Joinder Agreement is executed and any further date specified in the Agreement.

Date Executed:

Name:

Title:

Address:

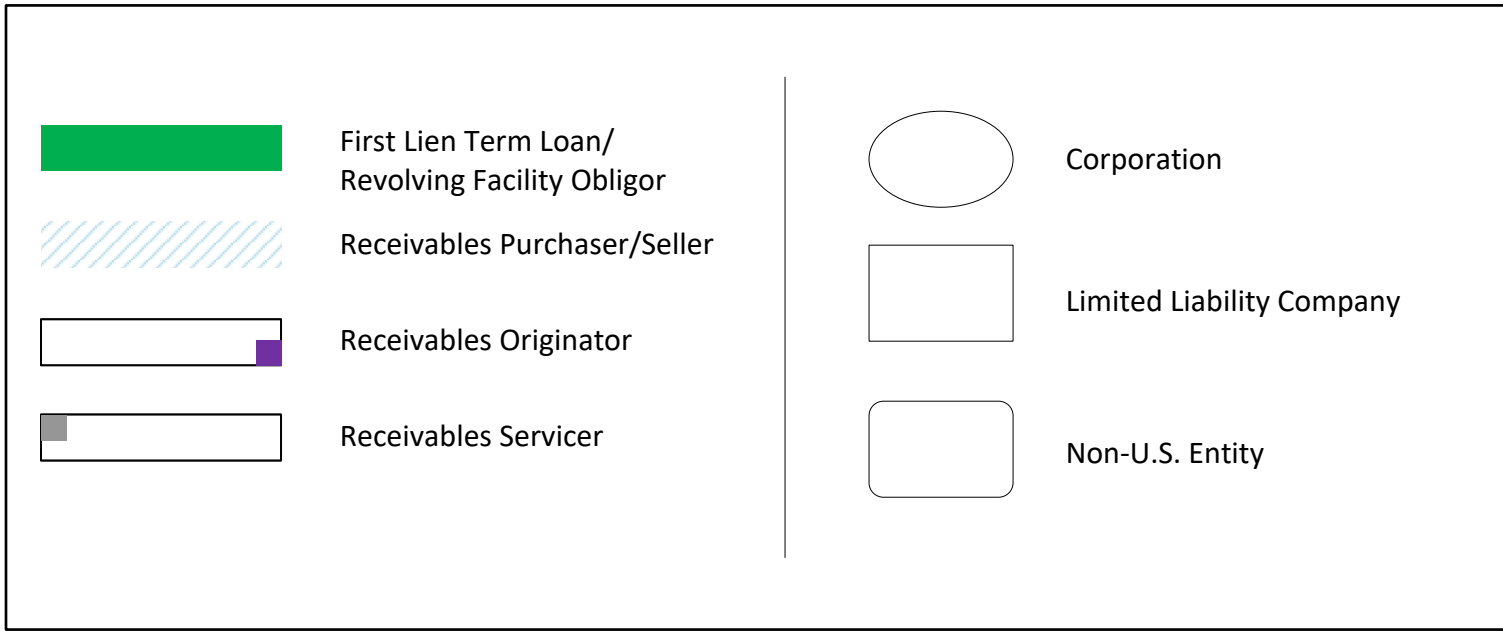
E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
RCF Claims	
Term Loan Claims	
Equity Interests	

¹ Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.

Exhibit C

Organizational Structure Chart



Ownership is 100% unless otherwise indicated

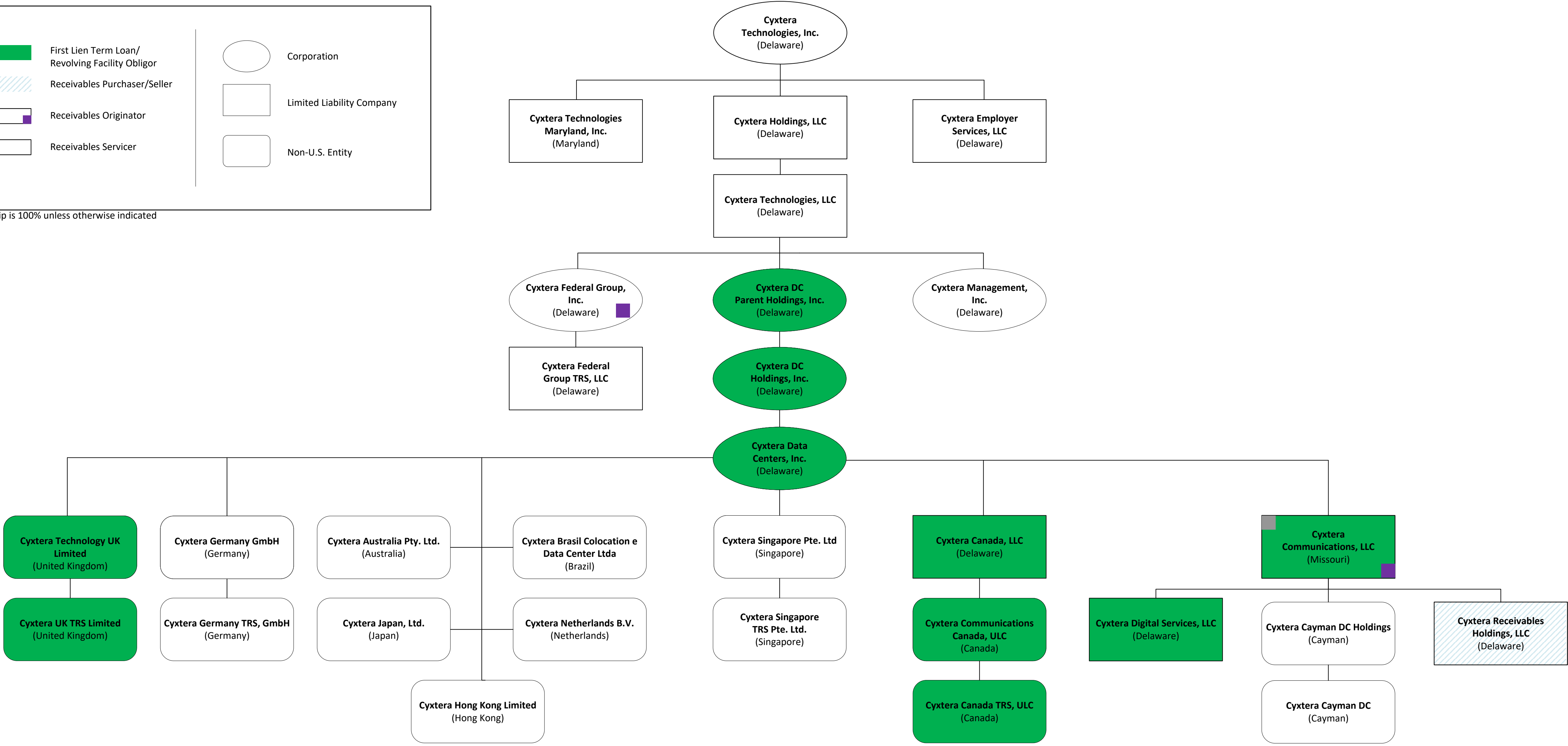


Exhibit D

Liquidation Analysis

LIQUIDATION ANALYSIS¹

Introduction

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each holder of a claim or interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date, that is not less than the amount that such non-accepting holder would receive or retain if the debtors liquidated under chapter 7 on the effective date.

To demonstrate that the Plan satisfies the “best interests” test, the Debtors, with the assistance of their restructuring advisor, AlixPartners, LLP, have prepared this hypothetical liquidation analysis (this “Liquidation Analysis”), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis.

The Liquidation Analysis sets forth an estimated range of recovery values for each Class upon disposition of assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by this Liquidation Analysis, Holders of Claims or Interests in certain Impaired Classes would receive a lower recovery in a hypothetical chapter 7 liquidation than they would under the Plan. Further, no Holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtors believe that the Plan satisfies the “best interests” test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties, and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation.

THE INFORMATION SET FORTH IN THIS LIQUIDATION ANALYSIS IS PRELIMINARY AND IS SUBJECT TO MODIFICATION AND SUPPLEMENTATION BY THE DEBTORS AT ANY TIME UP TO THE CONFIRMATION HEARING.

THE LIQUIDATION ANALYSIS WAS PREPARED FOR THE SOLE PURPOSE OF GENERATING A REASONABLE GOOD FAITH ESTIMATE OF THE PROCEEDS THAT WOULD BE GENERATED IF THE DEBTORS’ ASSETS WERE LIQUIDATED IN ACCORDANCE WITH CHAPTER 7 OF THE BANKRUPTCY CODE. THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE UNDERLYING FINANCIAL

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”), to which this exhibit is attached, or the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Plan”), as applicable.

INFORMATION IN THE LIQUIDATION ANALYSIS AND VALUES STATED HEREIN HAVE NOT BEEN SUBJECT TO ANY REVIEW, COMPILATION, OR AUDIT BY ANY INDEPENDENT ACCOUNTING FIRM. IN ADDITION, VARIOUS LIQUIDATION DECISIONS UPON WHICH CERTAIN ASSUMPTIONS ARE BASED ARE SUBJECT TO CHANGE. AS A RESULT, THE ACTUAL AMOUNT OF CLAIMS THAT ULTIMATELY WOULD BE ALLOWED AGAINST THE DEBTORS' ESTATES COULD VARY SIGNIFICANTLY FROM THE ESTIMATES STATED HEREIN, DEPENDING ON THE NATURE AND AMOUNT OF CLAIMS ASSERTED DURING THE PENDENCY OF THE HYPOTHETICAL CHAPTER 7 CASE. SIMILARLY, THE VALUE OF THE DEBTORS' ASSETS IN A HYPOTHETICAL LIQUIDATION SCENARIO IS UNCERTAIN AND COULD VARY SIGNIFICANTLY FROM THE VALUES SET FORTH IN THE LIQUIDATION ANALYSIS.

The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets, (ii) recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions, certain claims that may be entitled to priority under the Bankruptcy Code, including administrative priority claims under sections 503(b) and 507(b) of the Bankruptcy Code, or environmental or other governmental claims arising from the shut-down or sale of the Debtors' assets. More specific assumptions are detailed in the notes below.

ACCORDINGLY, NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTORS IS SPECULATIVE, AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of the Debtors' financial statements to account for other known liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted against the Debtors, including chapter 7 administrative claims such as wind down costs and trustee fees (together, the "Wind-Down Expenses"), which could be asserted and allowed in a chapter 7 liquidation. The Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims or Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS.

Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors convert their Chapter 11 Cases to chapter 7 cases under the Bankruptcy Code on or about November 3, 2023 (the "Liquidation Date"). Except as otherwise noted herein, the Liquidation Analysis is based upon the unaudited financial statements of the Debtors as of June 30, 2023, and those values, in total and subject to certain adjustments, are assumed to be representative of the Debtors' assets and liabilities as of the Liquidation Date. The Debtors' management team believes that the June 30, 2023, book value of assets and certain liabilities are the best available estimates for such book values as of the Liquidation Date. It is assumed that on the

Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the “Trustee”) to oversee the liquidation of the Debtors’ Estates, during which time all of the assets of the Debtors would be sold, abandoned, surrendered, or otherwise liquidated, in piecemeal or in whole, and the cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law: (i) **first**, for payment of liquidation, wind-down expenses, severance costs, Trustee fees, and other chapter 7 administrative claims attributable to the wind-down expenses; (ii) **second**, to pay the secured portions of all Allowed Secured Claims from the respective collateral; and (iii) **third**, to pay amounts on the Allowed Administrative Claims and Other Priority Claims. Any remaining net cash would be distributed to creditors holding General Unsecured Claims, including deficiency claims that arise to the extent of the unsecured portion of the Allowed Secured Claims.

The cessation of business in a chapter 7 liquidation is likely to cause additional Claims to be asserted against the Debtors’ Estates that otherwise would not exist absent such a liquidation. Examples of these kinds of Claims include employee-related Claims, such as severance and WARN Act or similar Claims, tax liabilities, Claims related to unexpired leases and executory contracts, among others. These additional Claims could be significant and, in certain circumstances, may be entitled to priority under the Bankruptcy Code. No adjustment has been made for these potential Claims or any related litigation cost in this Liquidation Analysis.

This Liquidation Analysis assumes operations of the Debtors and non-Debtors (collectively, the “Liquidating Entities”) will cease on the Liquidation Date, and the related individual assets will be sold during a six-to-nine-month liquidation process (the “Liquidation Timeline”) under the direction of the Trustee, utilizing the Debtors’ employees, resources, and third-party advisors, to allow for the orderly wind down of the Debtors’ Estates. There can be no assurance that the liquidation would be completed in this limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert the property of the estate as expeditiously (generally in a distressed process) as is compatible with the best interests of parties in interest.

The Liquidation Analysis is also based on the assumptions that: (i) the Debtors have continued access to cash during the Liquidation Timeline to fund Wind-Down Expenses and (ii) operations, accounting, treasury, IT, and other management services needed to wind down the estates continue. The Liquidation Analysis was prepared on an entity-by-entity basis for all Liquidating Entities and is displayed below on a consolidated basis for convenience. Asset recoveries accrue first to satisfy creditor claims, including Intercompany Claims, at the legal entity level. To the extent any remaining value exists at the individual entity, it flows to each individual entity’s parent organization or appropriate shareholder.

LIQUIDATION ANALYSIS

The Liquidation Analysis was prepared on an entity-by-entity basis for all Liquidating Entities. The following table provides a summary of the Liquidation Analysis on a consolidated basis. The Liquidation Analysis should be read in conjunction with, and is qualified in its entirety by, the associated notes.

		Debtor Entities				All Liquidating Entities			
		Proceeds (%)		Proceeds (\$ million)		Proceeds (%)		Proceeds (\$ million)	
Notes		Low	High	Low	High	Low	High	Low	High
Gross Liquidation Value									
Cash (including DIP escrow)	A	100%	100%	117	117	100%	100%	140	140
Unpledged Accounts Receivable	B	10%	50%	0	1	10%	50%	1	6
Property, plant and equipment	C	8%	11%	116	160	7%	10%	117	161
Intangible assets	D	0%	0%	-	-	0%	0%	-	-
Other assets	E	2%	2%	6	6	1%	1%	6	6
Gross liquidation proceeds				239	284			263	313
Less: Liquidation Costs									
Trustee Fee	F			(0)	(1)			(1)	(2)
Chapter 7 professional fees	G			(1)	(1)			(3)	(3)
Chapter 11 professional fee carve out	H			(7)	(7)			(7)	(7)
Severance / notice	I			(3)	(3)			(3)	(3)
Wind-down operating expense	J			(15)	(10)			(15)	(10)
Total wind-down cost				(27)	(23)			(30)	(25)
Intercompany Receivables	K			4	4			-	-
Equity Interests	L			1	1			-	-
Estimated Recoveries									
DIP Facility Claims	M	100%	100%	203	203	100%	100%	203	203
First Lien Claims	N	1%	6%	6	56	2%	8%	19	73
Administrative Claims	O	n.m.	n.m.	8	8	n.m.	n.m.	8	8
Priority Claims	P	n.m.	n.m.	-	-	n.m.	n.m.	-	-
General Unsecured Claims	Q	0%	0%	-	-	4%	4%	3	4
Total external recoveries				217	267			234	288

Notes to the Liquidation Analysis

Gross Liquidation Proceeds: Each Liquidating Entity will seek to recover the value of its assets consistent with the process described above. The total amount collected at each Liquidating Entity is based on the following assumptions:

A. **Cash:** The gross liquidation proceeds of Cash and Cash equivalents for all entities holding Cash are estimated to be 100 percent of the projected balance as of the Liquidation Date per the Debtors' projections. Cash is allocated among entities based on Cyxtera's books and records as of July 1, 2023, adjusted for forecasted cash flows up to the Liquidation Date.

The Debtors' cash balances include \$49.6 million of DIP Facility proceeds held in escrow as of the Liquidation Date; for the purposes of this Liquidation Analysis, the proceeds are assumed to be held at Cyxtera Communications LLC and applied to repay the DIP Facility Claims.

Additionally, the forecasted cash flows include an assumption that the Debtors' outstanding letters of credit of \$4.9 million are cash collateralized prior to the Liquidation Date. The cash-collateralized letters of credit are assumed to be drawn in connection with the liquidation. The cash balances also reflect \$8 million held by utilities as deposits or in adequate assurance accounts for post-petition utility services, which are assumed to be drawn to satisfy post-petition utility claims.

B. **Unpledged Accounts Receivable:** For purposes of this Liquidation Analysis, the liquidation proceeds of unpledged trade receivables were estimated to range from 10 percent to 50 percent of net book value, which is based on, among other things, the anticipated challenges associated with collecting receivables for unperformed services. Other receivables were assumed to generate no proceeds.

In the event that collections on receivables already sold to non-Debtor Cyxtera Receivables Holdings, LLC are insufficient to repay the amounts owed under the Receivables Program, or if past sales under the Receivables Program are subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale, the receivables generated by Cyxtera Federal Group, Inc. and Cyxtera Communications, LLC (the "Originators") are subject to a first-priority lien for the benefit of the purchasers party to that certain

Receivables Purchase Agreement (the “Purchasers”).² The Liquidation Analysis excludes these pledged and sold receivables and any value related thereto.

C. Property, Plant and Equipment (“PP&E”): PP&E consists of data centers, machinery and equipment, computer and telecommunications hardware, leasehold improvements, furniture and fixtures, and other equipment of the Liquidating Entities.

The Debtors’ owned data center facilities consist of: (1) the data center located at 9180 Commerce Center Circle and 9110 Commerce Center Circle, Highlands Ranch, Colorado (“DEN1”); and (2) the data center located at 22995 Wilder Court, Sterling, Virginia (“IAD3”).

DEN1 was appraised in March 2023, and its value as an operating data center was estimated to be approximately \$76 million, reflecting the land, building, improvements, and machinery and equipment at the site. No discount has been applied for the purposes of this Liquidation Analysis as the valuation was conditional on a six-month marketing process that is within the Liquidation Timeline. The IAD3 data center has not been recently appraised. The value of its land, building, improvements, and machinery and equipment for the purposes of this Liquidation Analysis are assumed to be 100 percent to 200 percent of net book value. Actual market values for the two real properties may differ materially from the estimates herein.

This Liquidation Analysis assumes a recovery of 5 percent to 10 percent on the net book value for office equipment, furniture, and fixtures and 20 percent to 40 percent for computer hardware and equipment.

This Liquidation Analysis assumes no recoverable value from the Liquidating Entities’ leased real property, leasehold improvements, machinery and equipment at leased locations, or assets under construction in a chapter 7 liquidation.

Leased assets and assets securing financings (excluding assets that secure the DIP Facility and Prepetition Priority First Lien Facility (as defined in the Final DIP Order)) are assumed to have been immediately returned to the lessors or secured parties upon the Liquidation Date; no additional Claims related to the returned leased equipment are assumed in this Liquidation Analysis.

Given competitive market dynamics, this Liquidation Analysis assumes that competitors maintain their own internal use software, and therefore any Liquidating Entity-owned, internal-use software will have no recoverable value.

D. Intangible Assets: Cyxtera’s intangible assets consist primarily of customer relationships and favorable leasehold interests. This Liquidation analysis assumes no value is recoverable from the Debtors’ intangible assets.

E. Other Assets: Other Assets includes professional fee retainers and prepaid insurance premiums. This Liquidation Analysis assumes a recovery of 100 percent on those prepaid assets and no recovery on the Liquidating Entities’ other prepaid assets.

This Liquidation Analysis ascribes no value to Cyxtera’s goodwill, deferred tax assets, and other categories not discussed above.

Liquidation Costs: Each Debtor and non-Debtor entity is expected to pay liquidation, wind down expenses, statutory severance costs, trustee fees, and other chapter 7 administrative claims prior to satisfaction of any

² “Receivables Purchase Agreement” shall have the meaning set forth in the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295].

debts to external or internal creditors. The total amount of estimated liquidation costs at each entity is the lesser of the Gross Liquidation Proceeds and the estimated costs as set forth in Notes F, G, H, I and J below.

F. Trustee Fees: Pursuant to section 326 of the Bankruptcy Code, the Bankruptcy Court may allow reasonable compensation for the Trustee's services, not to exceed 25 percent on the first \$5,000 or less, 10 percent on any amount in excess of \$5,000 but not in excess of \$50,000, 5 percent on any amount in excess of \$50,000 but not in excess of \$1 million, and reasonable compensation not to exceed 3 percent of such moneys in excess of \$1 million, upon all moneys disbursed or turned over in the case by the Trustee to parties in interest. For purposes of this Liquidation Analysis, these fees are simplified to 3 percent of liquidation proceeds realized, excluding Cash, at each Debtor entity.

Non-Debtor entities are expected to pay equivalent trustee fees or similar costs in their respective jurisdictions.

G. Professional Fees: Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by the Trustee, including expenses affiliated with selling the Debtors' assets and winding down operations, will be entitled to payment in full prior to any distribution to Administrative Claims and Other Priority Claims. This Liquidation Analysis estimates professional fees to be approximately 4 percent to 6 percent of the total liquidation proceeds realized at each Debtor and non-Debtor entity, excluding Cash (or \$200,000 per entity, whichever is greater), which is based on expected fees and expenses of legal, financial, and other professionals as well as the complexity of the Debtors' liquidation and wind down.

Professional fees are assumed to include the costs required to employ a portion of the Debtors' employee base as independent contractors to support the liquidation. These individuals will primarily be responsible for overseeing and maintaining certain of the Debtors' operations, providing historical knowledge and insight to the Trustee regarding the Debtors' businesses, and concluding the administrative liquidation of the businesses after the sale of substantially all of the Debtors' assets.

H. Chapter 11 Professional Fee Carve Out: Pursuant to the Final DIP Order, a professional fee reserve not to exceed \$7 million will be funded by all cash on hand (including cash held in the Escrow Account (as defined in the Final DIP Order)) and any available cash thereafter held by any Debtor in the event of a conversion to a chapter 7 liquidation, among other things.

I. Severance / Notice: This Liquidation Analysis assumes that terminated employees receive severance, notice, and/or retention payments of, on average, two weeks' estimated fully loaded costs. The severance periods and corresponding costs could, however, differ materially from the assumptions set forth in this Liquidation Analysis, which would reduce recoveries available to Holders of Claims and Interests. For purposes of this Liquidation Analysis, severance costs are assumed to be incurred at each Debtor and non-Debtor employer entity.

J. Wind-Down Operating Expense: This Liquidation Analysis assumes the cessation of the Debtors' ordinary course operations as of the Liquidation Date. The Debtors anticipate material costs to wind down the business in an orderly manner, including continuation of certain leases and service arrangements following the Liquidation Date in order to secure books and records and allow for access to physical assets during the liquidation period.

The Debtors expect orderly liquidation of their facilities and subsidiaries to last six-to-nine months. During that period, the Liquidating Entities are assumed to incur general and administrative costs at a reduced rate. Those costs are assumed to be incurred at Cyxtera Communications, LLC.

Intercompany Proceeds from Waterfall: After payment of the Liquidation Costs, the Debtors and non-Debtors proceed to distribute any remaining proceeds to external and internal creditors in accordance with their relative payment priorities, which results in certain intercompany balances in favor of the Debtors:

K. Intercompany Receivables: The Debtors' collection from intercompany balances depends on, among other things, the available proceeds from Debtor and non-Debtor liquidations and the characterization or recharacterization of such balances under applicable law. In addition, many of the non-Debtor affiliates are domiciled in foreign countries, which may make it challenging to distribute proceeds to domestic Debtor entities or other foreign non-Debtor Affiliates.

For the purpose of this Liquidation Analysis, intercompany liabilities are treated *pari passu* with Debtor and non-Debtor unsecured Claims. Intercompany assets at the Debtors are subject to liens in favor of the DIP Claims and the First Lien Claims.

L. Net Residual Value: Intercompany equity interests are valued based on net liquidation proceeds on an entity-by-entity basis. The Debtors' collection from equity interests depends on, among other things, the available proceeds from Debtor and non-Debtor liquidations and the characterization or recharacterization of such balances under applicable law. In addition, many of the non-Debtor affiliates are domiciled in foreign countries, which may make it challenging to distribute proceeds to domestic Debtor entities or other foreign non-Debtor affiliates. Residual value of Cyxtera's first-tier foreign subsidiaries is pledged under the DIP Facility and Prepetition Priority First Lien Facility.

Proceeds to External Creditors: After the payment of the Liquidation Costs, the Debtors and non-Debtors proceed to distribute any remaining proceeds to external and internal creditors in accordance with their relative payment priorities.³

M. DIP Claims: Claims for principal and accrued interest under the DIP Facility are assumed to be approximately \$203 million as of the Liquidation Date.

The DIP Claims benefit from first priority liens and asset pledges at Cyxtera DC Holdings, Inc. and each of the entities that guarantee the DIP Facility, covering substantially all the assets of each entity (other than those assets that secure the A/R Program).

Estimated recoveries on the DIP Claims are 100 percent in a chapter 7 liquidation.

N. First Lien Claims: First Lien Claims are assumed to be \$969.4 million, comprising principal and accrued interest to the Petition Date of: \$97.0 million for the 2019 First Lien Term Facility, \$98.3 million for the Revolving Credit Facility, and \$774.1 million for the 2017 First Lien Term Facility, based on the Schedules filed on July 10, 2023.

The First Lien Claims benefit from first priority liens (junior to the DIP Facility Claims) and asset pledges at Cyxtera DC Holdings, Inc. and each of the entities that guarantee the First Lien Claims, covering substantially all the assets of each entity (other than Receivables Facility collateral). The First Lien Claims further benefit from junior adequate protection liens at the DIP Facility Guarantors, including 100 percent of the equity of those entities' first-tier controlled foreign corporations and controlled foreign corporation holding companies.

Estimated recoveries on First Lien Claims are 2 percent to 8 percent in a chapter 7 liquidation.

O. Administrative Claims: Administrative Claims arising in a hypothetical chapter 7 liquidation may

³ Other Secured Claims comprises the Debtors' capital leases. No estimates of the value of the collateral for the capital leases have been made, and therefore a recovery estimate for that class, consisting of the value of the collateral and any damages or other claims arising from their rejection under chapter 7, has not been calculated. Under the Plan, Other Secured Claims are unimpaired.

include, among other things: (1) Claims arising pursuant to section 503(b)(9) of the Bankruptcy Code; (2) postpetition trade payables; (3) accrued postpetition employee obligations; (4) accrued taxes; (5) accrued utility payments; and (6) postpetition intercompany payables.

The amount of Administrative Claims as of the Liquidation Date is undetermined as of the date hereof. As a result, any Administrative Claims allowed in the Chapter 11 Cases would reduce recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.

The Liquidation Analysis concludes that, in a chapter 7 liquidation, Administrative Claims will receive no recovery beyond the \$8 million held as deposits by utility providers and in the adequate assurance account for utilities at Cyxtera Communications, LLC.

P. Priority Claims: This Liquidation Analysis assumes that accrued liabilities for taxes payable by the Debtors and their affiliates are treated as Priority Claims. The amount of Priority Claims is undetermined as of the date hereof, based on the Schedules filed on July 10, 2023. Allowance of Priority Claims would therefore reduce recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.

Priority Claims against the Debtors are expected to receive no recovery in a liquidation.

Q. General Unsecured Claims: General Unsecured Claims arising in a hypothetical chapter 7 may include, among other things: (a) prepetition trade Claims; (b) prepetition rejection damages Claims; (c) Claims for damages arising from the termination or rejection of the Debtors' various supply agreements or contracts; (d) Claims related to other post-employment benefits; and (e) numerous other types of prepetition liabilities, at each entity. General Unsecured Claims do not include any Administrative Claims, Professional Fee Claims, Secured Tax Claims, Other Secured Claims, Priority Tax Claims, Other Priority Claims, or other Claims separately shown herein.

This Liquidation Analysis assumes that there will be \$51 million of General Unsecured Claims at the Debtors as of the Liquidation Date, excluding Intercompany Receivables. The amount of General Unsecured Claims is an estimate based on the Schedules filed on July 10, 2023. As a result, the amount of General Unsecured Claims allowed could differ materially from the assumptions set forth by this Liquidation Analysis as a result of postpetition activity, including (without limitation): (1) the authorized payment of prepetition liabilities, including critical vendor programs and other relief, (2) the incurrence of General Unsecured Claims related to lease rejections and other actions by the Company, and (3) the outcome of the claims reconciliation process.

General Unsecured Claims against the Debtors are expected to receive no recovery in a liquidation.

Exhibit E
Financial Projections

FINANCIAL PROJECTIONS¹

Introduction

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Company or any successor thereto under the Plan. In connection with the planning and development of the Plan, and for the purposes of determining whether the Plan would satisfy this feasibility standard, the Debtors analyzed the Company's ability to satisfy its post-Effective Date financial obligations while maintaining sufficient liquidity and capital resources.

In connection with the Disclosure Statement, the Company prepared the following financial projections for the period from December 2023 through December 2027 (the "Financial Projections"). The Financial Projections were prepared by the Company and are based on several assumptions made by the Company with respect to the potential future performance of the Company's operations assuming the Plan is Consummated.

The Company does not, as a matter of course, publish its business plans or strategies, projections, or anticipated financial position. Accordingly, the Company does not anticipate that it will, and disclaims any obligation to, furnish updated business plans or the Financial Projections to Holders of Claims or Interests or other parties in interest going forward or to include such information in documents required to be filed with the SEC or otherwise make such information public unless required to do so by the SEC or other regulatory bodies pursuant to the provisions of the Plan.

The Company prepared the Financial Projections based on information available to it. No representations or warranties, expressed or implied, are provided in relation to fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

Accounting Policies and Disclaimer

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION.

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Disclosure Statement"), to which this exhibit is attached, or the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan"), as applicable.

ALTHOUGH THE COMPANY HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE UNDERLYING ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE COMPANY CANNOT PROVIDE ANY ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE COMPANY'S FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE DISCLOSURE STATEMENT, THE RISK FACTORS SET FORTH THEREIN, AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

THE FINANCIAL PROJECTIONS HAVE NOT BEEN AUDITED OR REVIEWED BY A REGISTERED INDEPENDENT ACCOUNTING FIRM.

Principal Assumptions for the Financial Projections

The Financial Projections have been prepared using accounting policies that are consistent with those applied in the Debtors' historical financial statements.

The Financial Projections are based upon, and assume the successful implementation of, the Plan. The Financial Projections reflect numerous assumptions, including various assumptions regarding the anticipated future performance of the Company, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Company or its advisors. In addition, the assumptions do not take into account the uncertainty and disruption of business that may accompany a restructuring pursuant to the Bankruptcy Code. Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the projection period will likely vary from the projected results. These variations may be material. Accordingly, no definitive representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of the Company to achieve the projected results of operations. In deciding whether to vote to accept or reject the Plan, Holders of Claims entitled to vote to accept or reject the Plan must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections.

Safe Harbor Under the Private Securities Litigation Reform Act of 1995

The Financial Projections contain certain statements, all of which are based on various estimates and assumptions, that are "forward-looking" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including those summarized herein. When used in the Financial Projections, the words "anticipate," "believe," "estimate," "will," "may," "intend," "expect," "target," "model," "can," "could," "should," "would" or similar expressions should be generally identified as forward-looking statements. Although the Company believes that its plans, intentions, and expectations reflected in the forward-looking statements are reasonable, the Company cannot be sure that such plans, intentions, and expectations will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to

significant risks, uncertainties, and assumptions that could cause actual results to differ materially and adversely from those expressed or implied by a forward-looking statement. All forward-looking statements attributable to the Company or Persons or Entities acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth herein. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Company expressly disclaims any obligation to update any forward-looking statement, whether because of new information, future events, or otherwise.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond the Company's control. Although the Company believes these assumptions are reasonable under the circumstances, such assumptions are subject to significant uncertainties, including, but not limited to, the following:

- a. Future developments in colocation markets and associated impact on demand for the Company's services;
- b. Macroeconomic environment, including inflation and power prices;
- c. Potential impact, if any, of these Chapter 11 Cases on customers' purchasing behavior;
- d. Future changes to lease terms of the Company's leased data centers;
- e. Company's ability to retain key staff; and
- f. Continuation of existing relationships with channel partners.

Additional details regarding these uncertainties are described in the Disclosure Statement. Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially and adversely from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially and adversely from those described in the Financial Projections, and it is not possible to predict all such factors or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction, or guarantee of the Company's future performance.

Upon emergence from chapter 11, the Company anticipates that it will implement "fresh start" reporting pursuant to Accounting Standards Codification ("ASC") Topic 852, "Reorganizations." The main principles of fresh start reporting require that the reorganization value of the emerging entity be assigned to the entity's assets and liabilities in accordance with the guidance in ASC Topic 805, "Business Combinations." Any portion of the reorganization value not attributable to specific tangible or identifiable intangible assets or liabilities of the emerging entity is required to be reported as goodwill. The Financial Projections do not reflect all of the adjustments necessary to implement "fresh start" accounting.

The Financial Projections were prepared using multiple sources of detailed information on the Company's operations. Key personnel from the Company's operating areas and across various functions provided input in the development of the Financial Projections. In preparing the Financial Projections, the Company considered the current competitive and market environment as well as historical operating and financial performance. The Financial Projections should be read in conjunction with the significant assumptions, qualifications, and notes set forth herein. The

Financial Projections may not be comparable to the historical financials found in the Company's public disclosures.

The Financial Projections do not include preliminary estimates of recurring lease savings up to \$15 million and one-time savings and proceeds up to \$15 million.

The Financial Projections assume the Company ceases to be a publicly traded company and, therefore, include preliminary estimates for related public to private annual cost savings of approximately \$8 million.

The Financial Projections assume an Effective Date of November 10, 2023.

Business Overview

Cyxtera's global data center platform provides speed, scale, and agility for its customers' business demands by offering a complete suite of space, power, interconnection, bare metal, and remote management solutions.

Cyxtera provides its colocation and related solutions to its customers through the operation of its data centers, the majority of which are leased. Cyxtera's data center platform has a global footprint with data centers strategically located in large metropolitan areas in North America, Europe, and Asia, comprising over thirty distinct markets. These data centers are in close proximity to major business and financial hubs, core clusters of connectivity, and a wide range of data center customers, including a diverse collection of global enterprises and leading hyperscale cloud providers. The scale and geographic reach of Cyxtera's data center platform enables it to meet its customers where they want to be and support their growth with deployments in multiple data centers across multiple markets. Furthermore, the scale and distribution of Cyxtera's data center footprint positions it for continued growth and creates sustainable barriers to market entry for new entrants and smaller regional players.

Cyxtera has more than 2,300 customers across all major industry verticals, including: (i) retail; (ii) transport and logistics; (iii) manufacturing and natural resources; (iv) healthcare; (v) business services; (vi) media and content; (vii) banking and securities (viii) network service providers; and (ix) cloud and information technology services. Cyxtera's customer base comprises approximately 90 percent private and public industry leading enterprises that generate at least one billion dollars in revenue and/or have more than one thousand employees, and 10 percent small businesses. Cyxtera has a diverse customer mix with 10 percent of its revenue generated by its largest customer, Lumen, 32 percent of its revenue generated by its top twenty customers (excluding Lumen), and the remaining 58 percent of its revenue generated by all other customers.² Cyxtera's customers are long-tenured with many of its top twenty customers having contracted with Cyxtera for at least sixteen years, dating back to Cyxtera's prior ownership. Additionally, approximately 30 percent of Cyxtera's customers are deployed in more than one data center.

Cyxtera has a stable and predictable business model, with more than 90 percent of Cyxtera's revenue being recurring revenue, fixed term customer contracts (typically three years), long-tenured customer relationships and network effects that drive customer stickiness.

² Based on 2022 revenue.

NON-GAAP FINANCIAL PROJECTIONS

The following tables provide a summary of Financial Projections for the Company, which should be reviewed in conjunction with the associated notes:

Financial Projections:

Non-GAAP P&L

Non-GAAP P&L (\$ in millions)	Dec-23	2024	2025	2026	2027
Recurring Revenue	\$62	\$775	\$829	\$878	\$918
Non-Recurring Revenue	2	\$25	\$26	\$28	\$29
Total Revenue	\$64	\$800	\$855	\$906	\$947
Cost of Revenue	(33)	(\$415)	(\$426)	(\$441)	(\$456)
Gross Profit	\$31	\$385	\$429	\$465	\$491
<i>Gross Margin %</i>	47.9%	48.1%	50.1%	51.3%	51.9%
SG&A	(13)	(127)	(125)	(126)	(129)
EBITDA	\$18	\$258	\$304	\$338	\$362
<i>EBITDA Margin %</i>	27.5%	32.3%	35.5%	37.3%	38.2%
Depreciation & Amortization	(19)	(221)	(228)	(212)	(193)
Interest Expense	(11)	(125)	(122)	(118)	(134)
Income Before Taxes	(\$12)	(\$87)	(\$46)	\$8	\$35
Income Tax Expense	-	(12)	(19)	(23)	(28)
Deferred Tax Benefit / (Liability)	1	1	(2)	(6)	(6)
Net Income / (Loss)	(\$11)	(\$99)	(\$67)	(\$20)	\$1
EBITDA	18	258	304	338	362
EBITDA Adjustments	4	26	25	30	29
Adj. EBITDA	\$22	\$284	\$328	\$368	\$391
<i>Adj. EBITDA Margin %</i>	34.1%	35.5%	38.4%	40.6%	41.3%
Capital Lease Payments (incl. equipment leases)	11	135	138	134	129
Adj EBITDA less Cap Lease Payments	\$11	\$149	\$191	\$234	\$263

- Revenue: The Company's revenue is derived from recurring revenue streams, comprising primarily colocation service fees, generally billed monthly and recognized ratably over the term of the contract. The Company's recurring revenue has historically comprised more than 90 percent of total revenue.

Recurring Revenue includes colocation service fees mainly derived from the licensing of space, power, and interconnection services, metered power usage, and remote hands support fees. Non-Recurring Revenue primarily includes amortization of installation service payments related to customer deployments and professional services.

- Cost of Revenue: Consists of expenses related to leased data centers, utilities, data center operations personnel, repairs and maintenance, common area maintenance, property taxes, insurance, security, and other costs.
- SG&A: Consists of expenses related to selling and marketing, corporate personnel, and other overhead costs. Selling and marketing costs include sales personnel expense, commissions, and other marketing costs. Corporate personnel costs include executive, finance, human resources, legal, IT, and administrative personnel. Other overhead costs include third-party professional services fees, insurance premiums, and administrative expenses.
- Interest Expense: Includes interest accrued under capital lease liabilities, the New Takeback Facility, and the Receivables Program.
- Income Tax Provision: Represents domestic and international income tax expenses. United States tax expense is calculated based on an estimated 25.9 percent federal and state blended statutory tax rate applied to estimated taxable income; estimated taxable income projections include deductions for certain depreciable and amortizable assets subject to limitations and include continued use of certain pre-emergence tax attributes, also subject to certain post-emergence limitations. International cash income tax is calculated based on estimated effective tax rates in applicable jurisdictions ranging from 8.3 percent to 31.9 percent.
- EBITDA Adjustments: Consists primarily of stock-based compensation, non-cash rent expense adjustments, restructuring and cost savings initiatives.

Non-GAAP Balance Sheet

Non-GAAP Balance Sheet (\$ in millions)	Dec-23	2024	2025	2026	2027
Cash	\$126	\$197	\$261	\$370	\$504
Accounts Receivable, Net	38	22	23	25	26
Prepaid & Other Current Assets	42	39	45	50	51
Total Current Assets	\$206	\$258	\$329	\$444	\$581
Fixed Assets, net	1,517	1,431	1,339	1,261	1,204
Operating Lease ROU assets	147	147	147	147	147
Goodwill	322	322	322	322	322
Intangible Assets, net	367	307	247	186	126
Other Assets	17	17	17	17	17
Total Assets	\$2,576	\$2,482	\$2,401	\$2,378	\$2,397
Accounts Payable	33	53	55	57	59
Accrued Expenses	71	74	79	83	87
Deferred Revenue	105	97	89	83	78
Other Current Liabilities	29	29	29	33	36
Total Current Liabilities	\$238	\$253	\$251	\$256	\$260
New Debt Financing	200	198	196	194	192
Capital Leases - Data Centers	976	947	914	880	861
Capital Leases - Equipment	26	16	6	-	-
Operating Lease Liabilities	206	206	206	206	206
Deferred Tax Liability / (Asset)	53	52	54	59	65
Other Liabilities	88	98	107	114	120
Total Liabilities	\$1,787	\$1,770	\$1,734	\$1,709	\$1,704
Total Shareholders' Equity	\$789	\$712	\$667	\$668	\$692
Total Liabilities & Shareholders' Equity	\$2,576	\$2,482	\$2,401	\$2,378	\$2,397

- Accounts Receivable: Balances are forecast based on the Company's sales forecast and billing practices for its services and excludes receivables sold under the Receivables Program.
- Prepaid & Other Current Assets: Primarily consists of deferred commissions, deferred installation costs, prepaid expenses, prepaid rent, and insurance.
- Fixed Assets: Consist primarily of capital leasehold improvements and equipment. No adjustment to property and equipment values has been made to reflect fresh -start accounting.
- Operating Lease ROU assets: Represent the Company's right to use leased data center assets for the duration of operating leases.
- Goodwill: Goodwill has not been adjusted to reflect fresh start accounting, which may result in a different balance and related expense.

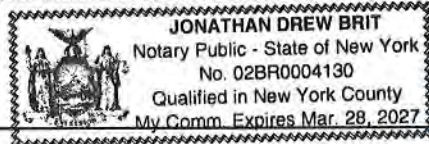
- Intangible Assets: Consists primarily of customer relationships and internet protocol addresses. No adjustment to intangible asset values has been made to reflect fresh start accounting.
- Accounts Payable and Accrued Expenses: Comprises accruals and invoices related to the goods and services provided by vendors, utilities, payroll, and other accrued expenses.
- Deferred Revenue: Consists primarily of installation fees invoiced to customers upon completion of installations; respective revenue is recognized throughout the course of customer contracts.
- New Debt Financing: A New Takeback Facility in the amount of \$200,468,511.87 based on an assumption that DIP Facility interest is paid in cash and there are no outstanding DIP Facility fees, costs, charges, expenses, and other accrued and unpaid amounts. Financial Projections assume the following key terms for the New Takeback Facility: (a) SOFR + 5.0 percent cash interest rate; and (b) 1 percent annual amortization beginning in the quarter ending December 31, 2023. The New Takeback Facility terms are subject to change and will be further stipulated by the New Takeback Facility Documents.
- Capital Leases: Comprise primarily of lease liabilities for data centers and equipment.
- Operating Lease Liabilities: Represent the Company's obligation to make lease payments arising from the operating leases.
- Total Shareholder's Equity: No adjustment to equity value has been made to reflect fresh -start accounting.

Non-GAAP Cash Flows

Non-GAAP Cash Flows (\$ in millions)	Dec-23	2024	2025	2026	2027
<u>Cash Flow from Operations</u>					
Net Income / (Loss)	(\$11)	(\$99)	(\$67)	(\$20)	\$1
Depreciation & Amortization	19	221	228	212	193
Change in Working Capital	11	38	(5)	2	5
Equity-Based Compensation	2	21	22	22	23
Other	(1)	5	7	9	8
Cash from Operations	\$21	\$186	\$184	\$225	\$230
<u>Cash Flow from Investing</u>					
Capital Expenditures	(8)	(74)	(76)	(74)	(75)
Cash from Investing	(\$8)	(\$74)	(\$76)	(\$74)	(\$75)
<u>Cash Flow from Financing</u>					
Financial Debt Principal Amortization	(0)	(2)	(2)	(2)	(2)
Repayment of Capital Leases	(3)	(38)	(42)	(41)	(18)
Cash from Financing	(\$3)	(\$40)	(\$44)	(\$43)	(\$20)
Net Cash Flow	\$10	\$72	\$64	\$109	\$134

- Change in Working Capital: Driven by ordinary course changes in deferred revenue, accounts receivable, accounts payable, other current assets, and other current liabilities.
- Equity-based Compensation: Non-cash portion of personnel expenses added back to Cash from Operations.
- Financial Debt Principal Amortization: Represents mandatory amortization of the New Takeback Facility.
- Repayment of Capital Leases: Represents amortization of capital leases principal amounts.
- Capital Expenditures: Primarily consists of data center maintenance and modernization expenditures as well as installation and bare-metal-related expenditures.

This is **Exhibit "Q"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

EXHIBIT [•]
CANADIAN LIQUIDATION ANALYSIS

This Liquidation Analysis (the “Canadian Liquidation Analysis”) for Debtor Cyxtera Communications Canada, ULC, was prepared in conjunction with the Disclosure Statement to demonstrate that the Plan satisfies the “best interests” test required under section 1129(a)(7) of the Bankruptcy Code.

The Canadian Liquidation Analysis was prepared on the same basis as the liquidation analyses of the other Debtor entities, as filed in the Chapter 11 Cases and attached hereto as Schedule 1, and is subject to the same limitations, methodological approaches and assumptions, insofar as they apply to Cyxtera Communications Canada, ULC, which are described below for reference.

Debtor Cyxtera Communications Canada, ULC USD \$mm	Low	High
Cash recovery	5.9	5.9
External A/R recovery	0.2	1.0
PP&E recovery	0.2	0.4
Intangibles recovery	-	-
Other recovery	-	-
Entity-level external recovery	6.3	7.3
Intercompany recovery	0.2	0.2
Pledged intercompany equity	-	-
Unpledged intercompany equity	-	-
Total recovery	6.5	7.5
Trustee fee	0.0	0.0
Chapter 7 professional fees	0.2	0.2
Chapter 11 professional fee carve out	-	-
Severance / notice	0.1	0.1
Wind-down operating expense	-	-
Total wind-down cost	0.3	0.3
DIP recovery	5.7	5.5
1L recovery	0.5	1.7
Admin recovery	-	-
Priority recovery	-	-
GUC recovery (incl. intercompanies)	-	-
Total recovery	6.2	7.2
Residual value	-	-

SCHEDULE 1

LIQUIDATION ANALYSIS¹

Introduction

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each holder of a claim or interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date, that is not less than the amount that such non-accepting holder would receive or retain if the debtors liquidated under chapter 7 on the effective date.

To demonstrate that the Plan satisfies the “best interests” test, the Debtors, with the assistance of their restructuring advisor, AlixPartners, LLP, have prepared this hypothetical liquidation analysis (this “Liquidation Analysis”), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis.

The Liquidation Analysis sets forth an estimated range of recovery values for each Class upon disposition of assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by this Liquidation Analysis, Holders of Claims or Interests in certain Impaired Classes would receive a lower recovery in a hypothetical chapter 7 liquidation than they would under the Plan. Further, no Holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtors believe that the Plan satisfies the “best interests” test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties, and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation.

THE INFORMATION SET FORTH IN THIS LIQUIDATION ANALYSIS IS PRELIMINARY AND IS SUBJECT TO MODIFICATION AND SUPPLEMENTATION BY THE DEBTORS AT ANY TIME UP TO THE CONFIRMATION HEARING.

THE LIQUIDATION ANALYSIS WAS PREPARED FOR THE SOLE PURPOSE OF GENERATING A REASONABLE GOOD FAITH ESTIMATE OF THE PROCEEDS THAT WOULD BE GENERATED IF THE DEBTORS’ ASSETS WERE LIQUIDATED IN ACCORDANCE WITH CHAPTER 7 OF THE BANKRUPTCY CODE. THE LIQUIDATION ANALYSIS IS NOT INTENDED

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Disclosure Statement Relating to the Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”), to which this exhibit is attached, or the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the “Plan”), as applicable.

AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS AND VALUES STATED HEREIN HAVE NOT BEEN SUBJECT TO ANY REVIEW, COMPILATION, OR AUDIT BY ANY INDEPENDENT ACCOUNTING FIRM. IN ADDITION, VARIOUS LIQUIDATION DECISIONS UPON WHICH CERTAIN ASSUMPTIONS ARE BASED ARE SUBJECT TO CHANGE. AS A RESULT, THE ACTUAL AMOUNT OF CLAIMS THAT ULTIMATELY WOULD BE ALLOWED AGAINST THE DEBTORS' ESTATES COULD VARY SIGNIFICANTLY FROM THE ESTIMATES STATED HEREIN, DEPENDING ON THE NATURE AND AMOUNT OF CLAIMS ASSERTED DURING THE PENDENCY OF THE HYPOTHETICAL CHAPTER 7 CASE. SIMILARLY, THE VALUE OF THE DEBTORS' ASSETS IN A HYPOTHETICAL LIQUIDATION SCENARIO IS UNCERTAIN AND COULD VARY SIGNIFICANTLY FROM THE VALUES SET FORTH IN THE LIQUIDATION ANALYSIS.

The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets, (ii) recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions, certain claims that may be entitled to priority under the Bankruptcy Code, including administrative priority claims under sections 503(b) and 507(b) of the Bankruptcy Code, or environmental or other governmental claims arising from the shut-down or sale of the Debtors' assets. More specific assumptions are detailed in the notes below.

ACCORDINGLY, NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTORS IS SPECULATIVE, AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of the Debtors' financial statements to account for other known liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted against the Debtors, including chapter 7 administrative claims such as wind down costs and trustee fees (together, the "Wind-Down Expenses"), which could be asserted and allowed in a chapter 7 liquidation. The Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims or Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS.

Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors convert their Chapter 11 Cases to chapter 7 cases under the Bankruptcy Code on or about November 3, 2023 (the "Liquidation Date"). Except as otherwise noted herein, the Liquidation Analysis is based upon the unaudited financial statements of the Debtors as of June 30, 2023, and those values, in total and subject to certain adjustments, are assumed to be representative of the Debtors' assets and liabilities as of the Liquidation Date. The Debtors' management team believes that the June 30, 2023, book value of assets and certain liabilities are

the best available estimates for such book values as of the Liquidation Date. It is assumed that on the Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the “Trustee”) to oversee the liquidation of the Debtors’ Estates, during which time all of the assets of the Debtors would be sold, abandoned, surrendered, or otherwise liquidated, in piecemeal or in whole, and the cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law: (i) **first**, for payment of liquidation, wind-down expenses, severance costs, Trustee fees, and other chapter 7 administrative claims attributable to the wind-down expenses; (ii) **second**, to pay the secured portions of all Allowed Secured Claims from the respective collateral; and (iii) **third**, to pay amounts on the Allowed Administrative Claims and Other Priority Claims. Any remaining net cash would be distributed to creditors holding General Unsecured Claims, including deficiency claims that arise to the extent of the unsecured portion of the Allowed Secured Claims.

The cessation of business in a chapter 7 liquidation is likely to cause additional Claims to be asserted against the Debtors’ Estates that otherwise would not exist absent such a liquidation. Examples of these kinds of Claims include employee-related Claims, such as severance and WARN Act or similar Claims, tax liabilities, Claims related to unexpired leases and executory contracts, among others. These additional Claims could be significant and, in certain circumstances, may be entitled to priority under the Bankruptcy Code. No adjustment has been made for these potential Claims or any related litigation cost in this Liquidation Analysis.

This Liquidation Analysis assumes operations of the Debtors and non-Debtors (collectively, the “Liquidating Entities”) will cease on the Liquidation Date, and the related individual assets will be sold during a six-to-nine-month liquidation process (the “Liquidation Timeline”) under the direction of the Trustee, utilizing the Debtors’ employees, resources, and third-party advisors, to allow for the orderly wind down of the Debtors’ Estates. There can be no assurance that the liquidation would be completed in this limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert the property of the estate as expeditiously (generally in a distressed process) as is compatible with the best interests of parties in interest.

The Liquidation Analysis is also based on the assumptions that: (i) the Debtors have continued access to cash during the Liquidation Timeline to fund Wind-Down Expenses and (ii) operations, accounting, treasury, IT, and other management services needed to wind down the estates continue. The Liquidation Analysis was prepared on an entity-by-entity basis for all Liquidating Entities and is displayed below on a consolidated basis for convenience. Asset recoveries accrue first to satisfy creditor claims, including Intercompany Claims, at the legal entity level. To the extent any remaining value exists at the individual entity, it flows to each individual entity’s parent organization or appropriate shareholder.

LIQUIDATION ANALYSIS

The Liquidation Analysis was prepared on an entity-by-entity basis for all Liquidating Entities. The following table provides a summary of the Liquidation Analysis on a consolidated basis. The Liquidation Analysis should be read in conjunction with, and is qualified in its entirety by, the associated notes.

		Debtor Entities				All Liquidating Entities			
		Proceeds (%)		Proceeds (\$ million)		Proceeds (%)		Proceeds (\$ million)	
	Notes	Low	High	Low	High	Low	High	Low	High
<u>Gross Liquidation Value</u>									
Cash (including DIP escrow)	A	100%	100%	117	117	100%	100%	140	140
Unpledged Accounts Receivable	B	10%	50%	0	1	10%	50%	1	6
Property, plant and equipment	C	8%	11%	116	160	7%	10%	117	161
Intangible assets	D	0%	0%	-	-	0%	0%	-	-
<u>Other assets</u>	E	2%	2%	6	6	1%	1%	6	6
Gross liquidation proceeds				239	284			263	313
<u>Less: Liquidation Costs</u>									
Trustee Fee	F			(0)	(1)			(1)	(2)
Chapter 7 professional fees	G			(1)	(1)			(3)	(3)
Chapter 11 professional fee carve out	H			(7)	(7)			(7)	(7)
Severance / notice	I			(3)	(3)			(3)	(3)
<u>Wind-down operating expense</u>	J			(15)	(10)			(15)	(10)
Total wind-down cost				(27)	(23)			(30)	(25)
Intercompany Receivables	K			4	4			-	-
Equity Interests	L			1	1			-	-
<u>Estimated Recoveries</u>									
DIP Facility Claims	M	100%	100%	203	203	100%	100%	203	203
First Lien Claims	N	1%	6%	6	56	2%	8%	19	73
Administrative Claims	O	n.m.	n.m.	8	8	n.m.	n.m.	8	8
Priority Claims	P	n.m.	n.m.	-	-	n.m.	n.m.	-	-
<u>General Unsecured Claims</u>	Q	0%	0%	-	-	4%	4%	3	4
Total external recoveries				217	267			234	288

Notes to the Liquidation Analysis

Gross Liquidation Proceeds: Each Liquidating Entity will seek to recover the value of its assets consistent with the process described above. The total amount collected at each Liquidating Entity is based on the following assumptions:

A. **Cash:** The gross liquidation proceeds of Cash and Cash equivalents for all entities holding Cash are estimated to be 100 percent of the projected balance as of the Liquidation Date per the Debtors' projections. Cash is allocated among entities based on Cyxtera's books and records as of July 1, 2023, adjusted for forecasted cash flows up to the Liquidation Date.

The Debtors' cash balances include \$49.6 million of DIP Facility proceeds held in escrow as of the Liquidation Date; for the purposes of this Liquidation Analysis, the proceeds are assumed to be held at Cyxtera Communications LLC and applied to repay the DIP Facility Claims.

Additionally, the forecasted cash flows include an assumption that the Debtors' outstanding letters of credit of \$4.9 million are cash collateralized prior to the Liquidation Date. The cash-collateralized letters of credit are assumed to be drawn in connection with the liquidation. The cash balances also reflect \$8 million held by utilities as deposits or in adequate assurance accounts for post-petition utility services, which are assumed to be drawn to satisfy post-petition utility claims.

B. **Unpledged Accounts Receivable:** For purposes of this Liquidation Analysis, the liquidation proceeds of unpledged trade receivables were estimated to range from 10 percent to 50 percent of net book value, which is based on, among other things, the anticipated challenges associated with collecting receivables for unperformed services. Other receivables were assumed to generate no proceeds.

In the event that collections on receivables already sold to non-Debtor Cyxtera Receivables Holdings, LLC are insufficient to repay the amounts owed under the Receivables Program, or if past sales under the Receivables Program are subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale, the receivables generated by Cyxtera Federal Group, Inc. and Cyxtera Communications, LLC (the "Originators") are subject to a first-priority lien for the benefit of the purchasers party to that certain

Receivables Purchase Agreement (the “Purchasers”).² The Liquidation Analysis excludes these pledged and sold receivables and any value related thereto.

C. Property, Plant and Equipment (“PP&E”): PP&E consists of data centers, machinery and equipment, computer and telecommunications hardware, leasehold improvements, furniture and fixtures, and other equipment of the Liquidating Entities.

The Debtors’ owned data center facilities consist of: (1) the data center located at 9180 Commerce Center Circle and 9110 Commerce Center Circle, Highlands Ranch, Colorado (“DEN1”); and (2) the data center located at 22995 Wilder Court, Sterling, Virginia (“IAD3”).

DEN1 was appraised in March 2023, and its value as an operating data center was estimated to be approximately \$76 million, reflecting the land, building, improvements, and machinery and equipment at the site. No discount has been applied for the purposes of this Liquidation Analysis as the valuation was conditional on a six-month marketing process that is within the Liquidation Timeline. The IAD3 data center has not been recently appraised. The value of its land, building, improvements, and machinery and equipment for the purposes of this Liquidation Analysis are assumed to be 100 percent to 200 percent of net book value. Actual market values for the two real properties may differ materially from the estimates herein.

This Liquidation Analysis assumes a recovery of 5 percent to 10 percent on the net book value for office equipment, furniture, and fixtures and 20 percent to 40 percent for computer hardware and equipment.

This Liquidation Analysis assumes no recoverable value from the Liquidating Entities’ leased real property, leasehold improvements, machinery and equipment at leased locations, or assets under construction in a chapter 7 liquidation.

Leased assets and assets securing financings (excluding assets that secure the DIP Facility and Prepetition Priority First Lien Facility (as defined in the Final DIP Order)) are assumed to have been immediately returned to the lessors or secured parties upon the Liquidation Date; no additional Claims related to the returned leased equipment are assumed in this Liquidation Analysis.

Given competitive market dynamics, this Liquidation Analysis assumes that competitors maintain their own internal use software, and therefore any Liquidating Entity-owned, internal-use software will have no recoverable value.

D. Intangible Assets: Cyxtera’s intangible assets consist primarily of customer relationships and favorable leasehold interests. This Liquidation analysis assumes no value is recoverable from the Debtors’ intangible assets.

E. Other Assets: Other Assets includes professional fee retainers and prepaid insurance premiums. This Liquidation Analysis assumes a recovery of 100 percent on those prepaid assets and no recovery on the Liquidating Entities’ other prepaid assets.

This Liquidation Analysis ascribes no value to Cyxtera’s goodwill, deferred tax assets, and other categories not discussed above.

Liquidation Costs: Each Debtor and non-Debtor entity is expected to pay liquidation, wind down expenses, statutory severance costs, trustee fees, and other chapter 7 administrative claims prior to satisfaction of any

² “Receivables Purchase Agreement” shall have the meaning set forth in the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295].

debts to external or internal creditors. The total amount of estimated liquidation costs at each entity is the lesser of the Gross Liquidation Proceeds and the estimated costs as set forth in Notes F, G, H, I and J below.

F. Trustee Fees: Pursuant to section 326 of the Bankruptcy Code, the Bankruptcy Court may allow reasonable compensation for the Trustee's services, not to exceed 25 percent on the first \$5,000 or less, 10 percent on any amount in excess of \$5,000 but not in excess of \$50,000, 5 percent on any amount in excess of \$50,000 but not in excess of \$1 million, and reasonable compensation not to exceed 3 percent of such moneys in excess of \$1 million, upon all moneys disbursed or turned over in the case by the Trustee to parties in interest. For purposes of this Liquidation Analysis, these fees are simplified to 3 percent of liquidation proceeds realized, excluding Cash, at each Debtor entity.

Non-Debtor entities are expected to pay equivalent trustee fees or similar costs in their respective jurisdictions.

G. Professional Fees: Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by the Trustee, including expenses affiliated with selling the Debtors' assets and winding down operations, will be entitled to payment in full prior to any distribution to Administrative Claims and Other Priority Claims. This Liquidation Analysis estimates professional fees to be approximately 4 percent to 6 percent of the total liquidation proceeds realized at each Debtor and non-Debtor entity, excluding Cash (or \$200,000 per entity, whichever is greater), which is based on expected fees and expenses of legal, financial, and other professionals as well as the complexity of the Debtors' liquidation and wind down.

Professional fees are assumed to include the costs required to employ a portion of the Debtors' employee base as independent contractors to support the liquidation. These individuals will primarily be responsible for overseeing and maintaining certain of the Debtors' operations, providing historical knowledge and insight to the Trustee regarding the Debtors' businesses, and concluding the administrative liquidation of the businesses after the sale of substantially all of the Debtors' assets.

H. Chapter 11 Professional Fee Carve Out: Pursuant to the Final DIP Order, a professional fee reserve not to exceed \$7 million will be funded by all cash on hand (including cash held in the Escrow Account (as defined in the Final DIP Order)) and any available cash thereafter held by any Debtor in the event of a conversion to a chapter 7 liquidation, among other things.

I. Severance / Notice: This Liquidation Analysis assumes that terminated employees receive severance, notice, and/or retention payments of, on average, two weeks' estimated fully loaded costs. The severance periods and corresponding costs could, however, differ materially from the assumptions set forth in this Liquidation Analysis, which would reduce recoveries available to Holders of Claims and Interests. For purposes of this Liquidation Analysis, severance costs are assumed to be incurred at each Debtor and non-Debtor employer entity.

J. Wind-Down Operating Expense: This Liquidation Analysis assumes the cessation of the Debtors' ordinary course operations as of the Liquidation Date. The Debtors anticipate material costs to wind down the business in an orderly manner, including continuation of certain leases and service arrangements following the Liquidation Date in order to secure books and records and allow for access to physical assets during the liquidation period.

The Debtors expect orderly liquidation of their facilities and subsidiaries to last six-to-nine months. During that period, the Liquidating Entities are assumed to incur general and administrative costs at a reduced rate. Those costs are assumed to be incurred at Cyxtera Communications, LLC.

Intercompany Proceeds from Waterfall: After payment of the Liquidation Costs, the Debtors and non-Debtors proceed to distribute any remaining proceeds to external and internal creditors in accordance with their relative payment priorities, which results in certain intercompany balances in favor of the Debtors:

K. Intercompany Receivables: The Debtors' collection from intercompany balances depends on, among other things, the available proceeds from Debtor and non-Debtor liquidations and the characterization or recharacterization of such balances under applicable law. In addition, many of the non-Debtor affiliates are domiciled in foreign countries, which may make it challenging to distribute proceeds to domestic Debtor entities or other foreign non-Debtor Affiliates.

For the purpose of this Liquidation Analysis, intercompany liabilities are treated *pari passu* with Debtor and non-Debtor unsecured Claims. Intercompany assets at the Debtors are subject to liens in favor of the DIP Claims and the First Lien Claims.

L. Net Residual Value: Intercompany equity interests are valued based on net liquidation proceeds on an entity-by-entity basis. The Debtors' collection from equity interests depends on, among other things, the available proceeds from Debtor and non-Debtor liquidations and the characterization or recharacterization of such balances under applicable law. In addition, many of the non-Debtor affiliates are domiciled in foreign countries, which may make it challenging to distribute proceeds to domestic Debtor entities or other foreign non-Debtor affiliates. Residual value of Cyxtera's first-tier foreign subsidiaries is pledged under the DIP Facility and Prepetition Priority First Lien Facility.

Proceeds to External Creditors: After the payment of the Liquidation Costs, the Debtors and non-Debtors proceed to distribute any remaining proceeds to external and internal creditors in accordance with their relative payment priorities.³

M. DIP Claims: Claims for principal and accrued interest under the DIP Facility are assumed to be approximately \$203 million as of the Liquidation Date.

The DIP Claims benefit from first priority liens and asset pledges at Cyxtera DC Holdings, Inc. and each of the entities that guarantee the DIP Facility, covering substantially all the assets of each entity (other than those assets that secure the A/R Program).

Estimated recoveries on the DIP Claims are 100 percent in a chapter 7 liquidation.

N. First Lien Claims: First Lien Claims are assumed to be \$969.4 million, comprising principal and accrued interest to the Petition Date of: \$97.0 million for the 2019 First Lien Term Facility, \$98.3 million for the Revolving Credit Facility, and \$774.1 million for the 2017 First Lien Term Facility, based on the Schedules filed on July 10, 2023.

The First Lien Claims benefit from first priority liens (junior to the DIP Facility Claims) and asset pledges at Cyxtera DC Holdings, Inc. and each of the entities that guarantee the First Lien Claims, covering substantially all the assets of each entity (other than Receivables Facility collateral). The First Lien Claims further benefit from junior adequate protection liens at the DIP Facility Guarantors, including 100 percent of the equity of those entities' first-tier controlled foreign corporations and controlled foreign corporation holding companies.

Estimated recoveries on First Lien Claims are 2 percent to 8 percent in a chapter 7 liquidation.

O. Administrative Claims: Administrative Claims arising in a hypothetical chapter 7 liquidation may

³ Other Secured Claims comprises the Debtors' capital leases. No estimates of the value of the collateral for the capital leases have been made, and therefore a recovery estimate for that class, consisting of the value of the collateral and any damages or other claims arising from their rejection under chapter 7, has not been calculated. Under the Plan, Other Secured Claims are unimpaired.

include, among other things: (1) Claims arising pursuant to section 503(b)(9) of the Bankruptcy Code; (2) postpetition trade payables; (3) accrued postpetition employee obligations; (4) accrued taxes; (5) accrued utility payments; and (6) postpetition intercompany payables.

The amount of Administrative Claims as of the Liquidation Date is undetermined as of the date hereof. As a result, any Administrative Claims allowed in the Chapter 11 Cases would reduce recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.

The Liquidation Analysis concludes that, in a chapter 7 liquidation, Administrative Claims will receive no recovery beyond the \$8 million held as deposits by utility providers and in the adequate assurance account for utilities at Cyxtera Communications, LLC.

P. Priority Claims: This Liquidation Analysis assumes that accrued liabilities for taxes payable by the Debtors and their affiliates are treated as Priority Claims. The amount of Priority Claims is undetermined as of the date hereof, based on the Schedules filed on July 10, 2023. Allowance of Priority Claims would therefore reduce recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.

Priority Claims against the Debtors are expected to receive no recovery in a liquidation.

Q. General Unsecured Claims: General Unsecured Claims arising in a hypothetical chapter 7 may include, among other things: (a) prepetition trade Claims; (b) prepetition rejection damages Claims; (c) Claims for damages arising from the termination or rejection of the Debtors' various supply agreements or contracts; (d) Claims related to other post-employment benefits; and (e) numerous other types of prepetition liabilities, at each entity. General Unsecured Claims do not include any Administrative Claims, Professional Fee Claims, Secured Tax Claims, Other Secured Claims, Priority Tax Claims, Other Priority Claims, or other Claims separately shown herein.

This Liquidation Analysis assumes that there will be \$51 million of General Unsecured Claims at the Debtors as of the Liquidation Date, excluding Intercompany Receivables. The amount of General Unsecured Claims is an estimate based on the Schedules filed on July 10, 2023. As a result, the amount of General Unsecured Claims allowed could differ materially from the assumptions set forth by this Liquidation Analysis as a result of postpetition activity, including (without limitation): (1) the authorized payment of prepetition liabilities, including critical vendor programs and other relief, (2) the incurrence of General Unsecured Claims related to lease rejections and other actions by the Company, and (3) the outcome of the claims reconciliation process.

General Unsecured Claims against the Debtors are expected to receive no recovery in a liquidation.

This is **Exhibit "R"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

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*Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**NOTICE OF DEBTORS'
MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING CYXTERA CANADA TO ENTER
INTO AND PERFORM ITS OBLIGATIONS UNDER THE
COLOGIX ASSET PURCHASE AGREEMENT, (II) APPROVING
THE SALE OF CERTAIN CANADIAN ASSETS FREE AND CLEAR**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



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**OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on November 16, 2023, at 2:00 pm, prevailing Eastern Time, or as soon thereafter as counsel may be heard, the above-captioned debtors and debtors in possession (the “Debtors”), by and through their undersigned counsel, shall move the *Debtors’ Motion for Entry of an Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the “Motion”) before the Honorable John K. Sherwood, United States Bankruptcy Judge, in Courtroom 3D of the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), 50 Walnut Street, Newark, NJ 07102, for entry of an order (the “Canada Sale Order”), substantially in the form attached to the Motion as Exhibit A, (a) authorizing and approving the Debtors’ entry into and performance under that certain asset purchase agreement attached to the Canada Sale Order as Exhibit 1 (together with all schedules, exhibits, and ancillary documents related thereto, as amended, modified, or supplemented from time to time, the “APA”) by and between Debtor Cyxtera Communications Canada, ULC (“Cyxtera Canada”), as seller, and Cologix Canada, Inc., (“Cologix” or the “Purchaser”), as purchaser, whereby Cyxtera Canada has agreed to sell, and the Purchaser has agreed to purchase, the Acquired Assets (as defined in the APA, and including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the “Canada Sale”); (b) authorizing and approving the Canada Sale of the Acquired Assets free and clear of any and all liens, claims, interests, pledges, charges, defects, caveats, security

interests, hypothecations, mortgages, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or similar encumbrances, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed, and whether secured, unsecured or otherwise; (c) authorizing the assumption and assignment of the Assigned Contacts (as defined in the APA); and (d) granting related relief.

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the Debtors shall rely on the accompanying Motion, which sets forth the relevant legal and factual bases upon which the relief requested should be granted, and the *Declaration of Raymond Li in Support of the Debtors' Motion for Entry of an Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of all Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* filed contemporaneously therewith. A proposed Canada Sale Order granting the relief requested in the Motion is also submitted therewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing, (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order") and the *Commentary Supplementing Administrative Procedures* dated as

of March 2004 (the “Supplemental Commentary”) (the General Order, the Supplemental Commentary, and the User’s Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order and the Supplemental Commentary, so as to be received no later than three (3) days before the hearing date set forth above.

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 <https://www.kccllc.net/cyxtera>. You may also obtain copies of any pleadings by visiting the Court’s website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that, unless responses are timely and properly filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d), and the relief requested may be granted without further notice or hearing.

Dated: November 3, 2023

/s/ Michael D. Sirota

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING CYXTERA CANADA TO ENTER
INTO AND PERFORM ITS OBLIGATIONS UNDER THE
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¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

TO THE HONORABLE JOHN K. SHERWOOD

UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (the “Motion”). In support of this Motion, the Debtors submit the *Declaration of Raymond Li in Support of the Debtors’ Motion for Entry of an Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the “Li Declaration”) filed contemporaneously herewith:²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Canada Sale Order”): (a) authorizing and approving the Debtors’ entry into and performance under that certain asset purchase agreement, substantially in the form attached to the Canada Sale Order as Exhibit 1 (together with all schedules, exhibits, and ancillary documents related thereto, as amended, modified, or supplemented from time to time, the “APA”), whereby Debtor Cyxtera Communications Canada, ULC (“Cyxtera Canada” or the “Seller”) has agreed to sell, and Cologix Canada, Inc. (“Cologix” or the “Purchaser,” and together with Cyxtera, the “Parties”) has agreed to purchase, the Acquired Assets (including all actions taken or required to be taken in connection with the implementation and consummation

² Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration or the APA (each as defined herein).

of the APA, the “Canada Sale”); (b) authorizing and approving the sale of the Acquired Assets to the Purchaser free and clear of any and all liens, claims, interests, pledges, charges, defects, caveats, security interests, hypothecations, mortgages, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or similar encumbrances, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “Encumbrances”), except for Permitted Encumbrances and Assumed Liabilities; (c) authorizing the assumption and assignment of the Assigned Contracts; and (d) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 6004-1 and 9013-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

5. On June 4, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases and this Motion are set forth in greater detail in the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) [Docket No. 20], which is incorporated herein by reference.

6. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 6, 2023, the Court entered an order [Docket No. 71] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. On June 21, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 133].

7. On July 19, 2023, the Court entered the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297] (the “Final DIP Order”). Under the Final DIP Order, the Debtors were authorized on a final basis to enter into and perform under that certain Senior Secured

Superpriority Debtor-In-Possession Credit Agreement dated as of June 7, 2023 (as amended, modified, or supplemented from time to time, the “DIP Credit Agreement”).³

The Proposed Canada Sale

8. Since mid-2020, the Company has been engaged in on-and-off negotiations with Cologix regarding the terms of a sale transaction of certain of the Company’s assets in Canada. Li Declaration ¶ 8. Among other things, while marginally profitable, the Acquired Assets were not meeting the Debtors’ profitability targets and were unlikely to do so. *Id.* Further, the Acquired Assets are located in certain regional markets that are not strategically valuable to the Debtors. *Id.*

9. In August 2022, the Company reengaged Cologix regarding a possible sale and purchase of certain of the Acquired Assets, including Cyxtera Canada’s obligations under that certain unexpired lease dated August 24, 1999, concerning the data center facility located at 555 West Hastings Street, Suite 1480 and Suite 2406, Vancouver, British Columbia V6B 4N4, Canada (as amended, modified, or supplemented from time to time, the “Vancouver Data Center Lease”). *Id.* ¶ 9. As negotiations progressed into the spring of 2023, Cologix also expressed interest in acquiring Cyxtera Canada’s obligations under that certain unexpired lease dated May 17, 2004, concerning the data center located at 3000 Boulevard René-Lévesque, Montreal, Quebec H3E 1T9, Canada (as amended, modified, or supplemented from time to time, the “Montreal Data Center Lease”, and together with the Vancouver Data Center Lease, the “Canadian Leases”). *Id.* Over the next several months, the Company and Cologix continued

³ Pursuant to section 6.05 of the DIP Credit Agreement, the Debtors are not permitted to sell property in an aggregate principal amount in excess of \$5 million without the consent of the Required Lenders (as defined in the DIP Credit Agreement). The Required Lenders have consented to the Canada Sale on the condition that the DIP Liens (as defined in the Final DIP Order) attach to the proceeds of the Canada Sale with the same validity, force, and effect that such DIP Liens had prior to the Canada Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

these discussions and negotiated the terms of the Canada Sale at arm's length and in good faith. *Id.*

10. On March 27, 2023, as negotiations with Cologix continued, the Company, with the assistance of Guggenheim Securities, LLC ("Guggenheim Securities") as investment banker, launched a comprehensive marketing process to engage third parties in a potential sale transaction of some or substantially all of the assets and/or equity interests in the Company, including the Acquired Assets. *Id.* ¶ 10. In the months that followed, and prior to the Petition Date, seventy-five (75) potential financial and strategic partners were contacted to solicit interest in acquiring some or substantially all of the assets and/or interests in the Company outside of chapter 11 or structuring a sale or other investment in the Company through a chapter 11 plan (the "Prepetition Marketing Process"). *Id.* The Debtors continued the marketing process postpetition (collectively, with the Prepetition Marketing Process, the "Marketing Process") in accordance with the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180]. *Id.*

11. On November 1, 2023, following months of arm's-length, good faith negotiations with multiple parties, the Marketing Process concluded, and the Debtors determined that the sale transaction proposed by Phoenix Data Center Holdings LLC, an affiliate of Brookfield Infrastructure Partners L.P. (the "Brookfield Purchaser"), was the highest or otherwise best offer available for substantially all of the Debtors' assets (the "Brookfield Transaction"). *Id.* ¶ 11. The Debtors seek to consummate the Brookfield Transaction through the Debtors' plan of reorganization [Docket No. 649]. *Id.* For the avoidance of doubt, the Canada Sale is a transaction separate from the Brookfield Transaction, and Cologix is a separate buyer for the

Acquired Assets under the APA. *Id.* It is anticipated that the Canada Sale will be consummated prior to the Brookfield Transaction. *Id.*

12. Accordingly, having marketed the Acquired Assets, the Debtors now seek entry of an order authorizing Cyxtera Canada to enter into and perform under the APA. *Id.* ¶ 12. Pursuant to the APA, Cologix will purchase the Acquired Assets free and clear of any Encumbrances in exchange for (i) the assumption of the Assumed Liabilities and (ii) a cash payment of \$10,000,000 (collectively, the “Purchase Price”). *Id.*

13. The following chart summarizes the key terms and conditions of the APA:⁴

Provision	Summary Description
Parties	<u>Seller</u> : Cyxtera Communications Canada, ULC <u>Purchaser</u> : Cologix Canada, Inc.
Acquired Assets Local Rule 6004-1(a)(3)(A)	<p>“<u>Acquired Assets</u>” means all of the right, title, and interest of Seller, as of the Closing in and to, the following assets of Seller:</p> <ul style="list-style-type: none"> (a) the Assigned Contracts; (b) all prepaid or deferred charges and expenses, including all lease and rental payments, in each case, that have been prepaid by any Seller with respect to any Acquired Leased Real Property; (c) the Acquired Leased Real Property and Acquired Leases, including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto; (d) all tangible assets of Seller located at any Acquired Leased Real Property and any such tangible assets on order to be delivered to any Acquired Leased Real Property, other than those assets set forth on APA <u>Schedule 1.1(d)</u>; and (e) to the extent transferable, all rights of Seller under any permits, permissions, licenses, authorizations, and other similar items, in each case, arising from a local Governmental Body having jurisdiction over, and only to the extent relating solely to the operation or use of the Acquired Leased Real Property. <p>See APA, Art. I §1.1.</p>
Excluded Assets	Notwithstanding anything to the contrary in the APA, in no event shall Seller be deemed to sell, transfer, assign, convey, or deliver, and Seller shall retain all right, title, and interest to, in, and under any properties, rights, interests, and other assets of Seller other than the Acquired Assets (collectively, the “ <u>Excluded Assets</u> ”).

⁴ This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the APA, the APA shall govern in all respects. Capitalized terms used in the following summary shall have the meanings ascribed to them in the APA.

Provision	Summary Description
	See APA, Art. I § 1.2.
Date, Time, and Place of Sale Local Rule 6004-1(a)(3)(B)	<p>The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, and the assumption of the Assumed Liabilities (the “<u>Closing</u>”) will take place at 10:00 a.m. Eastern Time on the second Business Day following full satisfaction or due waiver of the closing conditions set forth in APA <u>Article VII</u> (by the Party entitled to the benefit of such condition) set forth in the APA, or at such other time as the Parties may agree in writing.</p> <p>The date on which the Closing actually occurs is referred to as the “<u>Closing Date</u>.”</p> <p>See APA, Art. II § 2.2.</p>
Purchase Price Local Rule 6004-1(a)(3)(C)	<p>The aggregate consideration to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment of \$10,000,000, subject to APA Section 9.4(d).</p> <p>See APA, Art. II § 2.1(a).</p>
Conditions of Sale Local Rule 6004-1(a)(3)(D)	<p><u>Conditions Precedent to the Obligations of Purchaser and Seller.</u> The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller and Purchaser) on or prior to the Closing Date, of each of the following conditions:</p> <p>(a) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Closing that is continuing in effect;</p> <p>(b) the Bankruptcy Court shall have entered the Sale Order and shall not have been stayed, reversed, or modified; and</p> <p>(c) the CCAA Court shall have pronounced the CCAA Orders and the CCAA Orders shall not have been stayed, set-aside, reversed or modified.</p> <p>See APA Art. VII § 7.1.</p>
Deadline for the Approval and Closing of the Sale Local Rule 6004-1(a)(3)(E)	<p>The APA may be terminated at any time prior to the Closing if the Closing shall not have occurred on or before December 31, 2023 (the “<u>Outside Date</u>”) (or such later date as provided in the APA Section 10.12).</p> <p>See APA Art. VIII § 8.1(b).</p>
Executory Contracts and Leases to be Assumed and Assigned Local Rule 6004-1(a)(3)(I)	<p>Seller shall take such actions in the Bankruptcy Case and the CCAA Proceedings as are reasonably necessary to effectuate the assumption and assignment to Purchaser of the Assigned Contracts in accordance with the Bankruptcy Code and the CCAA.</p> <p>See APA Art. I § 1.5.</p> <p>“<u>Assigned Contracts</u>” means, collectively, (i) the Contracts listed on APA <u>Schedule 1.1(a)</u>, (ii) the Transferred Customer Contracts, (iii) any purchase orders, service orders, sales orders, and similar instruments entered into by Seller prior to the Closing with respect to any Contract in clause (i) or (ii), (iv) any other Contracts entered into by Seller with respect to the Transferred Business prior to the Closing with the written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed), and (v) the Acquired Leases.</p>

Provision	Summary Description
	See APA Art. I § 1.1.
Broker's Fee Local Rule 6004-1(a)(3)(K)	<p>No broker, investment banker, finder, financial advisor, other intermediary, or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Seller.⁵</p> <p>See APA, Art. III § 3.11.</p> <p>There is no investment banker, broker, finder, or other intermediary that has been retained by or is authorized to act on behalf of the Purchaser that might be entitled to any fee or commission in connection with the Transactions.</p> <p>See APA, Art. IV § 4.5.</p>
Assumed Liabilities	<p>On the terms and subject to the conditions set forth in the APA and in the Canada Sale Order, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with APA Section 2.1, Purchaser shall irrevocably assume from Seller (or with respect to Taxes, if applicable, from such Seller's applicable Affiliate) (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller (or with respect to Taxes, if applicable, Seller's applicable Affiliate) shall irrevocably transfer, assign, convey, and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "<u>Assumed Liabilities</u>"): </p> <ul style="list-style-type: none"> (a) all Liabilities and obligations of any Seller under the Assigned Contracts that first arise or become due from and after the Closing; (b) all Liabilities (including all government charges or fees) arising out of the conduct of the Transferred Business or the ownership or operation of the Acquired Assets, in each case, by Purchaser on or after the Closing Date; (c) all Transfer Taxes required to be paid under the APA; (d) without duplication: (i) the Pro Rata Portion of all Taxes with respect to the Acquired Assets for the Straddle Period, and (ii) all Taxes with respect to any taxable period first beginning on or after the Closing Date; (e) all Liabilities agreed to be assumed by Purchaser in writing or for which Purchaser has agreed to be responsible in accordance with the APA; and (f) all Liabilities relating to Transferred Employees and all Liabilities and obligations assumed by Purchaser under APA Section 6.1. <p>See APA, Art. I § 1.3.</p>
Excluded Liabilities	Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any

⁵ Pursuant to that certain engagement letter by and between Cyxtera Technologies, Inc. and Guggenheim Securities dated April 1, 2023, as amended pursuant to that certain amendment letter dated May 18, 2023 (the "Engagement Letter"), attached, respectively, as Exhibit 1 and Exhibit 2 to the *Order (I) Authorizing the Debtors to Retain and Employ Guggenheim Securities, LLC, as Investment Banker as of the Petition Date, (II) Modifying Certain Time Keeping Requirements, and (III) Granted Related Relief* [Docket No. 287], Guggenheim Securities is not entitled to be paid a Sale Transaction Fee (as defined in the Engagement Letter) thereunder solely on account of the consummation of a transaction that consists of a stand-alone sale transaction relating solely to the sale of the Debtors' data center operations or assets in Vancouver or Montreal, Canada, to the extent that Guggenheim Securities provides no advice or services in connection therewith. See Engagement Letter §§ 3(e)(b), 4(e).

Provision	Summary Description
	<p>other manner be liable or responsible for any Liabilities of, or Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent, or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “<u>Excluded Liabilities</u>”).</p> <p>See APA Art. I § 1.4.</p>
<p>Agreements with Management</p> <p>Local Rule 6004-1(b)(2)</p>	<p>There are no Contracts, undertakings, commitments, or obligations between the Purchaser Group, on the one hand, and any member of the management of the Seller or its board of directors (or applicable governing body of any Affiliate of Seller), any holder of equity or debt securities of Seller, or any lender or creditor of Seller or any Affiliate of Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede, or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate, or participate in any such transactions.</p> <p>See APA, Art. IV § 4.7.</p>
<p>Sale of Property Free and Clear of Leasehold Interest, License, or Other Right</p> <p>Local Rule 6004-1(b)(9)</p>	<p>The Seller seeks authority to sell the Acquired Assets to the Purchaser free and clear of any Encumbrances, except for Permitted Encumbrances and Assumed Liabilities.⁶</p>
<p>6004(h) and 6004(d) Waivers</p> <p>Local Rule 6004-1(b)(10)</p>	<p>In order to close the Canada Sale prior to the Outside Date, the Seller seeks a waiver of the stay imposed by Bankruptcy Rules 6004(h) or 6006(d).</p>

14. The Debtors believe that the proposed Canada Sale is in the best interests of the Debtors and their estates, as it serves to maximize the value of the Acquired Assets. Li Declaration ¶ 13. After extensive negotiations with Cologix and a robust market check that spanned many months both prior to and after the Petition Date, the Purchase Price is the highest

⁶ As a condition of the Canada Sale, Cyxtera Canada will be applying to the Canadian Court for entry of an order in the Canadian Proceeding (each as defined in the *Debtors’ Motion for Entry of Order (I) Authorizing Cyxtera Technologies, Inc. to Act as Foreign Representative, and (II) Granting Related Relief* [Docket No. 14]). This order will have the effect of recognizing and giving effect in Canada to the Canada Sale Order in its entirety, including for the avoidance of doubt: (i) the vesting of the Acquired Assets in the Purchaser free and clear of all Encumbrances, except Permitted Encumbrances and Assumed Liabilities, and (ii) the assumption and assignment of the Assigned Contracts to the Purchaser, notwithstanding any clauses restricting assignment therein, under Canadian law.

or otherwise best offer for the Acquired Assets, the Canada Sale minimizes disruption to the Debtors' businesses, and Cologix has the financial capacity to close the Canada Sale quickly, minimizing any administrative burden to the Debtors. *Id.* ¶ 24. For the reasons stated herein and in the Li Declaration, entering into the APA and consummating the Canada Sale on the terms set forth in the APA is fair, reasonable, and represents a sound exercise of the Debtors' business judgment. *Id.* Accordingly, the Debtors respectfully request that the Court approve the Canada Sale on the terms set forth herein and in the APA.

Basis for Relief Requested

I. The Canada Sale and Entry into the APA Should Be Approved.

15. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *see also Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification.") (citation omitted); *Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task"); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (holding that judicial approval under section 363 of the Bankruptcy Code requires a showing that there is a good business reason).

16. The business judgment rule shields a debtor's decisions from judicial second-guessing. Once a debtor articulates a valid business justification, the business judgment rule "is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best

interests of the company.” *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill 1995) (citations omitted); *In re Filene’s Basement, LLC*, 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) (“If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate.”) (citations omitted); *see also In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“[A] presumption of reasonableness attaches to a debtor’s management decisions.”). Thus, if a debtor’s actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

17. Generally, courts in the Third Circuit have applied four factors in determining whether a sale of a debtor’s assets should be approved: (a) whether a sound business reason exists for the sale; (b) whether the proposed sale price is fair; (c) whether the debtor has provided adequate and reasonable notice; and (d) whether the buyer acted in good faith. *See In re Summit Glob. Logistics, Inc.*, No. 08-11566, 2008 WL 819934, at *9 (Bankr. D.N.J. Mar. 26, 2008) (citing *In re Exaeris, Inc.*, 380 B.R. 741, 744 (Bankr. D. Del. 2008)); *see also In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 149–50 (3d Cir. 1986) (noting that the element of “good faith” is of particular importance in the Third Circuit); *In re Delaware & Hudson Ry.*, 124 B.R. 169, 176 (D. Del. 1991) (“Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.”).

18. The Debtors submit that the proposed Canada Sale is a sound exercise of the Debtors’ business judgment. Li Declaration ¶ 14. Among other things, the Acquired Assets,

while marginally profitable, do not meet the Debtors' profitability targets and are unlikely to do so and the value generated by the Canada Sale outweighs any benefits of maintaining the Acquired Assets. *Id.* Further, the Acquired Assets are located in certain regional markets that are not strategically important to the Debtors at this time. *Id.* Consummating the Canada Sale on the terms set forth herein will allow the Debtors to maximize the value of the Debtors' estates. *Id.*

19. The Purchaser has adequate cash on hand to consummate the Canada Sale on an expeditious timeline, without the need to finalize and secure funding, and after a robust Marketing Process, the Debtors are unaware of any potential alternative purchasers interested in the Acquired Assets, either as a standalone purchase or as part of a larger sale package. *Id.* ¶ 15.

20. Further, the Debtors are able to consummate the Canada Sale with minimal disruption to customer operations. *Id.* ¶ 16. The APA contemplates the smooth transition of customers and services from Cyxtera Canada to the Purchaser, which possesses expertise in the colocation services industry and its own business operations. *Id.* The Canada Sale is therefore the best way to transition and maintain the availability of colocation services to customers. *Id.*

21. The Debtors believe that the Purchase Price is the highest and best value that the Debtors can reasonably expect to receive for the Acquired Assets and will provide a greater recovery for the Debtors' estates than would any other available alternative. *Id.* ¶ 17. In reaching this conclusion, the Debtors weighed multiple factors, including, the amount and timing of consideration, the timeframe required to consummate the Canada Sale, and the assets purchased. *Id.*

22. The Debtors have also provided adequate and reasonable notice to all interested persons—the Debtors, with the assistance of Guggenheim Securities, solicited interest from

eighty-eight (88) additional parties through the Marketing Process as of this date, none of whom expressed interest in the Acquired Assets. *Id.* ¶ 18. This robust level of marketing, combined with the sustained interest from the Purchaser and the strength of the terms of the Canada Sale, reflects the comprehensiveness of the marketing of the Acquired Assets. *Id.* It also demonstrates that notice was provided to all interested parties.

II. The Canada Sale was Negotiated in Good Faith and Without Collusion, and the Purchaser is a “Good-Faith Purchaser.”

23. The Debtors request that the Court find that the Purchaser is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Canada Sale. Section 363(m) of the Bankruptcy Code provides in pertinent part:

[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

24. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal, as long as such purchaser leased or purchased the assets in “good faith.” *See id.* While the Bankruptcy Code does not define “good faith,” courts have held that a purchaser shows its good faith through the integrity of its conduct during the course of the sale proceedings, finding that where there is a lack of such integrity, a good-faith finding may not be made. *See, e.g., In re Abbotts Dairies*, 788 F.2d at 147 (“Typically, the misconduct that would destroy a [buyer’s] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an

attempt to take grossly unfair advantage of other bidders.”); *In re Andy Frain Servs., Inc.*, 798 F.2d 1113, 1125 (7th Cir. 1986) (same); *In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (same), *abrogated on other grounds*, *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380 (1993).

25. The Debtors submit that the Purchaser is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and that the APA is a good-faith agreement on arms’-length terms entitled to the protections of section 363(m) of the Bankruptcy Code. The consideration to be received by the Debtors pursuant to the APA is substantial, fair, and reasonable under the circumstances.

26. The APA is the culmination of a fair and transparent marketing and negotiation process in which all Parties were represented by competent counsel and all negotiations were conducted on an arm’s-length, good-faith basis. Li Declaration ¶ 19. There is no indication of any “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders” or similar conduct that would cause or permit the Canada Sale or the APA to be avoided under section 363(n) of the Bankruptcy Code.

27. The Canada Sale was evaluated and approved by the Debtors in consultation with their advisors and the Committee and with the consent of the Required Lenders, along with potential alternatives to the Canada Sale. *Id.* ¶ 20.

28. Furthermore, the Purchaser and the Debtors are wholly unrelated, sharing no officers, directors, shareholders, incorporators, employees, or economic interests—other than as embodied in these transactions—in common, *id.* ¶ 21, and the Purchaser is not an “insider” as that term is defined in the Bankruptcy Code. 11 U.S.C. § 101(31).

29. Accordingly, the Debtors believe that the Purchaser and the APA should be entitled to the full protections of section 363(m) of the Bankruptcy Code and that the Canada Sale is a sound exercise of the Debtors' business judgement and in the best interest of the estates and all interested parties. Thus, the Debtors submit that the Canada Sale should be approved pursuant to sections 105(a) and 363 of the Bankruptcy Code.

III. The Canada Sale Should be Approved "Free and Clear" Under Section 363(f) of the Bankruptcy Code.

30. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

31. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Canada Sale free and clear of all Encumbrances, except with respect to any Assumed Liabilities or Permitted Encumbrances. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens."); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 354 (E.D. Pa. 1988) (holding that a sale "free and clear" may be approved provided the requirements of at least one subsection are met).

32. The Debtors submit that, to the extent any Encumbrance will not be an Assumed Liability or a Permitted Encumbrance, any such Encumbrance satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code, including, among

others, section 363(f)(2) of the Bankruptcy Code as the Debtors have obtained the consent of the Required Lenders, conditioned upon the DIP Liens attaching to the proceeds of the Canada Sale. Further, any such Encumbrance will be adequately protected by either being paid in full at the time of Closing or by having it attach to the proceeds of the Canada Sale, subject to any claims and defenses the Debtors may possess with respect thereto. Accordingly, the Debtors request authority to convey the Acquired Assets to the Purchaser free and clear of all Encumbrances, other than a Permitted Encumbrance or Assumed Liabilities, with any such Encumbrances to attach to the proceeds of the Canada Sale.

IV. The Canada Sale is Appropriate Pursuant to Bankruptcy Rule 6004(f).

33. Bankruptcy Rule 6004(f) authorizes a debtor to sell estate property outside of the ordinary course of business by private sale or public auction. Private sales by a debtor outside of the ordinary course of business are appropriate where the debtor demonstrates that the sale is permissible pursuant to section 363 of the Bankruptcy Code. *See In re MTE Holdings LLC*, No. 19-12269 (CTG), 2021 WL 3743201, at *6 (Bankr. D. Del. Aug. 17, 2021) (“While the Bankruptcy Code requires court approval of a sale of estate property outside the ordinary course of a debtor’s business . . . it does not by its terms require an auction.”); *see also In re The Great Atl. & Pac. Tea Co., Inc.*, 544 B.R. 43, 49–50 (Bankr. S.D.N.Y. 2016) (“[T]here is no rule that . . . asset sales are . . . conditioned on such a requirement [a formal auction], which does not appear in the Bankruptcy Code or Bankruptcy Rules.”). Additionally, courts have held that a debtor has broad discretion to determine the manner in which its assets are sold. *See In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (noting that a trustee has ample authority to conduct a sale of estate property through private sale).

34. Here, there are sound business reasons for the Canada Sale, and the proposed Canada Sale is the best available option to maximize the value of the Acquired Assets for the benefit of the Debtors' estates. Li Declaration ¶ 22. While profitable, the Acquired Assets do not meet the Debtors' profitability targets and are unlikely to do so. *Id.* ¶ 14. The Acquired Assets are also located in certain regional markets that are not strategically valuable to the Debtors. *Id.* Investing in the Acquired Assets would require the Debtors to reallocate funds that would otherwise be used to improve the Debtors' liquidity position. *Id.* Instead, the proceeds from the Canada Sale exceed the value to the Debtors of maintaining the Acquired Assets and will improve the Debtors' liquidity and the prospects of a successful restructuring. *Id.* Further, holding an auction for the Acquired Assets at this juncture would likely fail to yield more value for the Debtors' estates given the lack of interest in the Acquired Assets from other parties participating in the Debtors' lengthy and exhaustive Marketing Process, and would needlessly delay consummation of the Canada Sale. *Id.* ¶ 22. For these reasons, selling the Acquired Assets to the Purchaser without an auction is appropriate under Bankruptcy Rule 6004(f).

V. The Assumption and Assignment of the Assigned Contracts Should Be Approved.

A. The Assumption and Assignment of the Assigned Contracts Reflects the Debtors Reasonable Business Judgment.

35. To facilitate and effectuate the Canada Sale, the Debtors are seeking authority for Cyxtera Canada to assume the Assigned Contracts and assign them to the Purchaser in accordance with the terms of the APA. Pursuant to the Canada Sale Order, all such assumptions and assignments will be done in accordance with the contract assumption and assignment procedures previously approved by the Court [Docket No. 186]. The Debtors will satisfy all cure

amounts or otherwise cure any defaults with respect to any assumed contract or unexpired lease in accordance with the terms of the APA.

36. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign their executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. A debtor's decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Grp. of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77(b), predecessor to Bankruptcy Code section 365, and rejecting the test of whether an executory contract was burdensome in favor of whether rejection is within a debtor's business judgment); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the [Bankruptcy] Code."); *In re S.A. Holding Co., LLC*, 357 B.R. 51, 56 (Bankr. D.N.J. 2006) (applying the business judgment test in determining whether to approve a contract rejection); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002) ("Although the [Bankruptcy Code] does not provide the standard to be applied in determining the propriety of the [debtor's] decision [to assume or reject a contract], most Circuits, including the Third Circuit have adopted the business judgment test.").

37. Here, the Court should approve the decision to assume and assign the Assigned Contracts in connection with the Canada Sale as a sound exercise of the Debtors' business judgment. The Assigned Contracts are necessary to operate the Acquired Assets and, as

such, the assumption and assignment of the Assigned Contracts is essential to inducing the best offer for the Acquired Assets. Li Declaration ¶ 23. The Purchaser would not want to acquire the Acquired Assets unless the Assigned Contracts needed to manage the day-to-day operations, among other things, were included in the proposed Canada Sale. *Id.* The assignment of the Assigned Contracts is necessary and appropriate under the circumstances in connection with the Canada Sale, is integral to the Debtors' overall restructuring efforts, and the Purchaser has demonstrated that it can reasonably carry on the obligations under the Assigned Contracts. Further, the assignment of the Assigned Contracts is an express condition precedent to the consummation of the Canada Sale. *See* APA Art. I § 1.5. Lastly, the assumption and assignment of the Assigned Contract will be consummated in accordance with the assumption and assignment procedures previously approved by the Court, thereby giving the counterparties thereto appropriate notice and opportunity to object to any assumption and assignment, including with respect to proposed cure amounts. Thus, the counterparties to the Assigned Contracts will be treated fairly and equitably because (i) any existing defaults under the Assigned Contracts will be promptly cured by the Debtors and (ii) counterparties will be given appropriate notice and opportunity to object to any assumption and assignment, including with respect to proposed cure amounts, pursuant to the assumption and assignment procedures previously approved by the Court.

38. Accordingly, the Debtors submit that the assumption of the Assigned Contracts and their assignment to the Purchaser should be approved as an exercise of the Debtors business judgment.

B. Defaults Under the Assigned Contracts will be Cured in Connection with the Canada Sale.

39. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract or unexpired lease is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code. Specifically, before assumption will be permitted, a debtor must (a) cure existing defaults or provide adequate assurance that cure will promptly occur, (b) compensate any party to the agreement that has suffered actual pecuniary loss as a result of default or provide adequate assurance of prompt compensation to the injured party, and (c) provide adequate assurance of future performance under the agreement. *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988). This section “attempts to strike a balance between two sometimes competing interests, the right of the contracting non-debtor to get the performance it bargained for and the right of the debtor’s creditors to get the benefit of the debtor’s bargain.” *Id.* (quoting *In re Bon Ton Restaurant & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)).

40. The Debtors submit that the statutory requirements of section 365(b)(1)(A) of the Bankruptcy Code will be promptly satisfied because the APA requires that the Debtors cure all defaults associated with, or that are required to properly assume, the Assigned Contracts. *See* APA Art. V § 5.2. If the Debtors are unable to consensually resolve disputes over the cure amounts or other defaults prior to the hearing to approve the Canada Sale (the “Canada Sale Hearing”), the Debtors will continue to work with the parties to resolve any outstanding issues, and if the applicable parties are unable to consensually resolve cure disputes, such disputes will be resolved at a later date.

C. Non-Debtor Parties Will Be Adequately Assured of Future Performance.

41. Similarly, the Debtors submit that the third requirement of section 365(b) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied given the facts and circumstances present here. “The phrase ‘adequate assurance of future performance,’ adopted from section 2-609(1) of the Uniform Commercial Code, is to be given a practical, pragmatic construction based upon the facts and circumstances of each case. Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.” *Carlisle Homes*, 103 B.R. at 538 (internal citations omitted). Among other things, adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See In re Filene’s Basement*, 2014 WL 1713416, at *12 (holding that a contract could be assigned because the assignee had the financial ability to perform the contract obligations going forward and would not fail to perform the contract’s obligations at risk of losing a significant investment); *In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (holding that adequate assurance of future performance is present where a prospective assignee has the financial resources and has expressed a willingness to devote sufficient funding to a business to give it a strong likelihood of succeeding).

42. Here, the Purchaser is a well-capitalized, sophisticated colocation services provider. Li Declaration ¶ 15. The Debtors evaluated the financial wherewithal of the Purchaser before finalizing the APA (*e.g.*, financial credibility, willingness, and ability of the Purchaser to perform under the Assigned Contracts). *Id.* The Purchaser has demonstrated such financial wherewithal, willingness, and ability to perform under the Assigned Contracts. *Id.* Further, the Court and other interested parties will have ample opportunity to evaluate and, if necessary,

challenge the ability of the Purchaser to provide adequate assurance of future performance and object to the assumption of the Assigned Contracts or proposed cure amounts. Accordingly, the Debtors will provide adequate assurance to the affected Assigned Contracts in advance of the Canada Sale Hearing if requested by the applicable counterparty or counsel thereto.

VI. Relief Under Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

43. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” Additionally, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” The Debtors request that the Canada Sale Order be effective immediately upon its entry by providing that the fourteen-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

44. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *In re Filene’s Basement*, 2014 WL 1713416, at *14; see Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the fourteen-day stay period, the leading treatise on bankruptcy suggests that the fourteen-day stay should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to procedure.” 10 *Collier on Bankruptcy* ¶ 6004.11, ¶ 6004.04 (16th rev. ed. 2014). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually

necessary to file such appeal. *Id.*; see *In re Filene's Basement*, 2014 WL 1713416, at *14 (reducing the stay to seven days from the date of entry of the sale order).

45. To maximize the value received for the Acquired Assets and reduce the accrual of administrative expenses relating to such assets, the Debtors seek to close the Canada Sale as soon as possible after the Canada Sale Hearing. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Waiver of Memorandum of Law

46. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

Reservation of Rights

47. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors'

estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to reject any executory contract or unexpired lease.

No Prior Request

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

Notice

49. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc First Lien Group of the Debtors' prepetition term loan facilities; (c) the Committee; (d) the agents under each of the Debtors' prepetition secured credit facilities and counsel thereto; (e) the office of the attorney general for each of the states in which the Debtors operate; (f) the United States Attorney's Office for the District of New Jersey; (g) the Securities and Exchange Commission; (h) the Internal Revenue Service; (i) counsel to the Purchaser; (j) all parties to the Assigned Contracts to be assumed and assigned as part of the Canada Sale; (k) all parties who have expressed a written interest in the Acquired Assets; (l) all known holders of Encumbrances secured by the Acquired Assets; (m) all

applicable taxing authorities; (n) each governmental agency that is an interested party with respect to the Canada Sale; (o) the Federal Government of Canada; (p) the provincial governments of British Columbia and Quebec; and (q) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: November 3, 2023

/s/ Michael D. Sirota

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Exhibit A

Proposed Canada Sale Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

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In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**ORDER (I) AUTHORIZING
CYXTERA CANADA TO ENTER INTO
AND PERFORM ITS OBLIGATIONS UNDER THE
COLOGIX ASSET PURCHASE AGREEMENT, (II) APPROVING
THE SALE OF CERTAIN CANADIAN ASSETS FREE AND CLEAR
OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
(III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twenty-nine (29),
is **ORDERED**.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Canada Sale Order") (a) authorizing and approving the Cyxtera Canada's entry into and performance under the APA, substantially in the form attached hereto as **Exhibit 1**, (b) authorizing and approving the sale of the Acquired Assets free and clear of any and all Encumbrances, except Permitted Encumbrances and Assumed Liabilities (c) authorizing the assumption and assignment of the Assigned Contracts, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having found that sufficient cause exists for the relief set forth herein; and upon adequate and sufficient notice of the Motion, the APA, and all other related transactions contemplated thereunder and in this Canada Sale Order, and it appearing that no other or further notice need be provided; and all interested parties having been heard or having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and the Canada Sale Hearing having been held on November 16, 2023; and the Court having reviewed and considered the Motion, all relief

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion or the APA, as applicable.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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sought therein and related thereto and any objections thereto; and upon the full record in support of the relief requested by the Debtors in the Motion, including the Li Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); 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 the Debtors have identified the offer by the Purchaser as the highest or otherwise best offer for the Acquired Assets; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the Canada Sale Hearing establish just cause for the relief granted herein; and this Court having found that, after an extensive marketing process by the Debtors, the Purchaser has submitted the highest or otherwise best offer for the Acquired Assets; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and upon the full record of these chapter 11 cases and all other pleadings; and upon all of the proceedings had before the Court and after due deliberation thereon, and good and sufficient cause appearing therefor **THE COURT HEREBY FINDS THAT:**³

³ The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law

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I. Jurisdiction, Final Order, and Statutory Predicates.

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.).

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

C. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rule 9013-1.

D. This Canada Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Canada Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein.

II. Notice of the APA, the Canada Sale, and the Canada Sale Hearing.

E. As evidenced by the affidavits of service previously filed with the Court and based on the representations of counsel at the Canada Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Canada Sale Hearing, the APA, this Canada

for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

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Sale Order, and the Canada Sale has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 9007, 9008, and 9014, and the Local Rules. The Debtors have complied with all obligations to provide notice of the Motion, the Canada Sale Hearing, the APA, this Canada Sale Order, and the Canada Sale. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Canada Sale Hearing, the APA, this Canada Sale Order, or the Canada Sale is, or shall be, required. The requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

F. A reasonable opportunity to object and be heard with respect to the Canada Sale, the Motion, and the relief requested therein and provided in this Canada Sale Order has been afforded to all interested persons and entities.

III. Good Faith of the Purchaser.

G. The APA was negotiated, proposed, and entered into by the Seller and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions and is substantively and procedurally fair to all parties. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the APA or the Canada Sale to be avoided, or for any costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

H. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Canada Sale Hearing and (ii) the representations of counsel made on the record at the Canada Sale Hearing, substantial marketing efforts and a competitive sale process were conducted and,

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among other things, (a) the Purchaser in no way induced or caused any chapter 11 filing by the Debtors and (b) all payments to be made by the Purchaser in connection with the Canada Sale have been disclosed. The Purchaser is consummating the Canada Sale in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an “insider” of any Debtor (as defined under section 101(31) of the Bankruptcy Code). The Purchaser has proceeded in good faith in all respects in connection with the Canada Sale. The Purchaser is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

IV. Highest or Otherwise Best Offer.

I. The marketing process with respect to the Acquired Assets afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The APA, including the form and total consideration to be realized by the Seller under the APA, (i) constitutes the highest and best offer for the Acquired Assets; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

J. The Debtors’ determination that the APA, including the consideration provided by the Purchaser under the APA, constitutes the highest and best offer for the Acquired Assets and constitutes a valid and sound exercise of the Debtors’ business judgment.

K. Approval of the Motion, the APA, and the consummation of the Canada Sale is in the best interests of the Debtors’ estates, their creditors, and other parties in interest.

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V. No Merger.

L. Neither the Purchaser nor any of its affiliates are a mere continuation of Cyxtera Canada or any other Debtor or their estates and there is no continuity of enterprise or common identity between the Purchaser or any of its affiliates, on the one hand, and Cyxtera Canada or any other the Debtors, on the other hand. Neither the Purchaser nor any of its affiliates are holding themselves out to the public as a continuation of Cyxtera Canada or any other Debtors. Neither the Purchaser nor any of its affiliates are successors to Cyxtera Canada or any other the Debtors or their estates by reason of any theory of law or equity, and the Canada Sale does not amount to a consolidation, merger, or *de facto* merger of the Purchaser or any of its affiliates with or into Cyxtera Canada or any other Debtor.

VI. No *Sub Rosa* Plan.

M. The Canada Sale and the transactions arising thereunder do not constitute a *sub rosa* chapter 11 plan. The Canada Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

VII. Validity of Transfer.

N. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, the District of Columbia, or any foreign country. None of the Debtors or the Purchaser is entering into the transactions contemplated by the APA fraudulently for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims.

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O. The Seller is the sole and lawful owners of the Acquired Assets. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Seller to the Acquired Assets free and clear of (a) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, the "Liens"), and (b) all debts arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, trusts or deemed trusts, caveats, security interests, reservations of ownership, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined herein) and Liens (i) that purport to give to any party a right of setoff or

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recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Seller's or the Purchaser's interests in the Acquired Assets, or any similar rights, or (ii) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), the "Claims"), and (c) all other Encumbrances (collectively, as set forth in clauses (a) through (c), the "Claims, Encumbrances, and Interests") relating to, accruing or arising any time prior to entry of this Canada Sale Order, in each case, with the exception of any Assumed Liabilities or Permitted Encumbrances.

P. Subject to the entry of this Canada Sale Order, the Seller: (a) has full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the APA and all other documents contemplated thereby, and (b) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of its obligations under the APA and to consummate the Canada Sale, including as required by its organizational documents, and, upon execution thereof, the APA and the related documents were or will be duly and validly executed and delivered by the Seller and enforceable against the Seller in accordance with their terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of the Seller. No government,

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regulatory, or other consents or approvals, other than those expressly provided for in the APA and the DIP Credit Agreement, were required for the execution, delivery, and performance by the Seller of the APA or the consummation of the Canada Sale contemplated thereby. No consents or approvals of the Seller, other than those expressly provided for in the APA, this Canada Sale Order, or the DIP Credit Agreement are required for the Seller to consummate the Canada Sale.

VIII. Section 363(f) is Satisfied.

Q. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full. Therefore, the Seller may sell the Acquired Assets free and clear of any Claims, Encumbrances, and Interests, other than Permitted Encumbrances and Assumed Liabilities.

R. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby, if (i) the sale and/or transfer of the Acquired Assets to the Purchaser was not free and clear of all Claims, Encumbrances, and Interests (other than Permitted Encumbrances and Assumed Liabilities), or (ii) the Purchaser would, or in the future could, be liable for any such Claims, Encumbrances, and Interests (other than Permitted Encumbrances or Assumed Liabilities).

S. The Seller may transfer or sell the Acquired Assets free and clear of all Claims, Encumbrances, and Interests, other than Permitted Encumbrances and Assumed Liabilities, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All holders of Claims, Encumbrances, and Interests (except

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to the extent that such Claims, Encumbrances, and Interests are Permitted Encumbrances or Assumed Liabilities) are adequately protected by either (x) having their Claims, Encumbrances, and Interests, if any, in each instance against the Debtors, their estates, or the Acquired Assets, attach to the net cash proceeds of the Purchase Price ultimately attributable to the Acquired Assets in which such creditor alleges Claims, Encumbrances, and Interests, in the same order of priority, with the same validity, force, and effect that such Claims, Encumbrances, and Interests had prior to the Canada Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto, or (y) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

T. Those holders of Claims, Encumbrances, and Interests who did not object or who withdrew their objections to the Motion, are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2); *provided* that the Required Lenders have only consented pursuant to paragraph U of this Canada Sale Order.

U. The Required Lenders have consented to the Canada Sale solely on the condition that the DIP Liens attach to the proceeds of the Canada Sale with the same priority as existed prior to the Canada Sale and retain the same validity, force, and effect that existed prior to the Canada Sale.

IX. Cure Costs and Adequate Assurance of Future Performance.

V. The assumption and assignment of the Assigned Contracts listed in the APA pursuant to the terms of this Canada Sale Order is integral to the APA, does not constitute unfair

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discrimination, and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Subject to the terms and conditions of the APA, the Debtors shall: (a) to the extent necessary, cure or provide adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Debtors' promise to pay or otherwise cure all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date, or otherwise required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (collectively, the "Cure Costs") in accordance with the terms of the APA and the Purchaser's promise to perform the obligations under the Assigned Contracts shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts.

W. Under the circumstances, the Debtors have demonstrated that assuming and assigning the Assigned Contracts in connection with the Canada Sale is an exercise of their

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sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates, for the reasons set forth in the Motion, in the Li Declaration, and on the record at the Canada Sale Hearing, including, without limitation, because the assumption and assignment of the Assigned Contracts in connection with the Canada Sale is a material component to the overall consideration provided by the Purchaser and will maintain the ongoing business of the Debtors, limit the losses of counterparties to Assigned Contracts, and maximize the distribution to creditors of the Debtors.

X. The assignment of the Assigned Contracts is necessary and appropriate under the circumstances in connection with the Canada Sale, is integral to the Debtors' overall restructuring efforts, and the Purchaser has demonstrated that it can reasonably carry on the obligations under the Assigned Contracts.

X. Compelling Circumstances for an Immediate Sale.

Y. Good and sufficient reasons for approval of the APA and the Canada Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the APA, and (b) compelling circumstances for the Canada Sale outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization, in that, among other things, the immediate consummation of the Canada Sale with the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates

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and the Canada Sale will provide the means for the Debtors to maximize distributions to creditors.

Z. The Canada Sale must be approved and consummated promptly in order to maximize the value of the Debtors' estates. Time is of the essence in consummating the Canada Sale. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Canada Sale constitutes a reasonable and sound exercise of the Debtors' business judgment.

IT IS HEREBY ORDERED THAT:

I. General Provisions.

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the APA and the consummation of the transactions contemplated thereby.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Canada Sale Hearing (the full record of which is incorporated herein by reference) or by stipulation filed with the Court, and all reservations of rights included in such objections, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code to the relief granted herein.

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3. Notice of the Motion and Canada Sale Hearing was adequate, appropriate, fair, and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014.

II. Approval of the APA.

4. The APA, all other ancillary documents related thereto or contemplated thereby, and all of the terms and conditions thereof, are hereby approved pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

5. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) perform, consummate, implement, and close the Canada Sale pursuant to and in accordance with the terms and conditions of, and as contemplated in, the APA and this Canada Sale Order, and (b) execute and deliver, perform under, consummate, implement, and fully close the APA, including the assumption and assignment to the Purchaser of the Assigned Contracts, together with all additional instruments and documents that may be necessary or desirable to implement the APA and the Canada Sale, without any further corporate action or order of the Court.

6. Subject only to the restrictions set forth in this Canada Sale Order and the APA, the Debtors and the Purchaser are hereby authorized to take any and all actions as may be necessary or desirable to implement the Canada Sale, and any actions taken by the Debtors and/or the Purchaser necessary or desirable to implement the Canada Sale prior to the date of this Canada Sale Order, are hereby approved and ratified.

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7. This Canada Sale Order and the terms and provisions of the APA shall be binding in all respects upon the Debtors, their affiliates, their estates, all creditors of and holders of equity interests in any Debtor, any holders of Claims, Encumbrances, and Interests (whether known or unknown) in, against, or on all or any portion of the Acquired Assets, all counterparties to the Assigned Contracts, the Purchaser, designees, successors, and assigns of the Purchaser, the Acquired Assets, and any trustees, examiners, or receivers, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon of any of the Debtors' cases to cases chapter 7 under the Bankruptcy Code of any of the Debtors' cases. The APA shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their equity holders, or any trustees, examiners, or receivers. Any trustee appointed in these cases (including a Chapter 7 trustee, if applicable) shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Canada Sale Order. This Canada Sale Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing (including the Purchaser's designees).

III. Transfer of the Acquired Assets.

8. Subject only to the terms of this Canada Sale Order, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and such transfer shall constitute a legal, valid, binding, and effective sale and shall vest the Purchaser with title to the

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing Cyxtera Canada to Enter into and Perform its Obligations Under the Cologix Asset Purchase Agreement, (II) Approving the Sale of Certain Canadian Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief

Acquired Assets. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, other than Permitted Encumbrances and Assumed Liabilities, the Acquired Assets shall be sold free and clear of all Claims, Encumbrances, and Interests of any kind or nature whatsoever with all such Claims, Encumbrances, and Interests (as applicable) to attach to the cash proceeds of the Purchase Price ultimately attributable to the property against or in which such Claims, Encumbrances, and Interests are asserted, subject to the terms thereof, with the same validity, force, and effect, and in the same order of priority, which such Claims, Encumbrances, and Interests had prior to the Canada Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

9. The Debtors are hereby authorized to take any and all actions necessary to consummate the APA, including any actions that otherwise would require further approval by shareholders, members, or their board of directors, as the case may be, without the need of obtaining such approvals.

10. The sale of the Acquired Assets to the Purchaser pursuant to the APA and the consummation of the transactions contemplated thereby do not require any consents other than as specifically provided for in the APA and the DIP Credit Agreement. Each and every foreign and domestic federal, provincial, territorial, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. A certified copy of this Canada Sale Order may be filed with the appropriate clerk or recorded with the recorder of any

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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state, county, province, or local authority to act to cancel any of the Claims, Encumbrances, and Interests, and any other encumbrances of record, except the Permitted Encumbrances and Assumed Liabilities.

11. If any person or entity that has filed statements or other documents or agreements evidencing Claims, Encumbrances, and Interests on or in all or any portion of the Acquired Assets (other than statements or documents with respect to Permitted Encumbrances or Assumed Liabilities) shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims, Encumbrances, and Interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors and the Purchaser are hereby authorized, on behalf of the Debtors and the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets. The Debtors and the Purchaser are each authorized to file a copy of this Canada Sale Order, which, upon filing, shall be conclusive evidence of the release and termination of all such Claims, Encumbrances, and Interests.

12. This Canada Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, foreign or domestic federal, state,

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provincial, territorial, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA, including the Canada Sale. The Acquired Assets are sold free and clear of any reclamation rights.

13. This Court requests the aid and recognition of the Canadian Court to give effect to this Canada Sale Order, to assist in carrying out its terms and to make such orders as may be necessary or desirable to give effect to this Canada Sale Order in Canada, including, without limitation, any recognition orders or ancillary orders to be issued by the Canadian Court to ensure (i) the vesting of the Acquired Assets in the Purchaser; (ii) the assumption and assignment of the Assigned Contracts to the Purchaser; and (iii) the discharge by provincial government registries of any security interests or other Claims, Encumbrances, and Interests, except for Permitted Encumbrances and Assumed Liabilities, registered on the Acquired Assets.

IV. Assumption and Assignment of Assigned Contracts.

14. The Seller is hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code and the Rejection and Assumption Procedures Order (as defined herein) to (a) assume and assign to the Purchaser, in accordance with the terms of the APA and this Canada Sale Order, the Assigned Contracts free and clear of all Claims,

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Encumbrances, and Interests (other than the Permitted Encumbrances and Assumed Liabilities), and (b) execute and deliver to the Purchaser such documents or other instruments as the Purchaser deems may be necessary to assign and transfer the Assigned Contracts to the Purchaser.

15. With respect to the Assigned Contracts: (a) the Seller may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Seller may assign each of the Assigned Contracts to the Purchaser in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any of the Assigned Contracts that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) subject to the Debtors payment of Cure Costs, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Seller and assignment to Purchaser of each Assigned Contract have been satisfied; and (d) the Assigned Contracts shall be transferred and assigned to, and following the Closing remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code,

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the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption and assignment to the Purchaser.

16. Any Assigned Contract shall be assumed by the Seller and assigned to the Purchaser in accordance with the Assumption Procedures as defined in the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 186] (the “Rejection and Assumption Procedures Order”), which Assumption Procedures are incorporated herein by reference and shall apply and be binding to any Assigned Contract. The pendency of a dispute relating to a particular Assigned Contract shall not delay the assumption and assignment of any other Assigned Contract or the Closing. Any proposed cure amount to be included in the Assumption Notice (as defined in the Rejection and Assumption Procedures Order) or the resolution of any objection filed in connection therewith will be acceptable to the Purchaser and the form and substance of any filings or pleading filed by the Debtors in connection with the Assumption Procedures will be reasonably acceptable to the Purchaser.

17. Upon the effective date of the assignment of any Assigned Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract. To the extent provided in the APA, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

18. Each Assigned Contract counterparty is deemed to have consented to the

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assumption and assignment of such Assigned Contract, and the Purchaser shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assigned Contract pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

19. Upon the Seller's assignment of the Assigned Contracts to the Purchaser under the provisions of this Canada Sale Order, any additional orders of this Court, and the Debtors' payment of any Cure Costs pursuant to the terms hereof or the APA, no default shall exist under any Assigned Contract, and no counterparty to any Assigned Contract shall be permitted (a) to declare under such Assigned Contract or (b) to otherwise take action against the Debtors or the Purchaser as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract. Each non-debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Purchaser, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date, or, against the Purchaser, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors and (ii) imposing or charging against the Purchaser or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Seller's assumption and assignment of the Assigned Contracts to the Purchaser. Any provision in any Assigned Contract that purports to declare a breach, default, or termination as a result of a change of control of the Acquired Assets is hereby deemed unenforceable under section 365(f) of the Bankruptcy Code. To the extent that any counterparty

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to an Assigned Contract is notified of Cure Costs (or the absence thereof) and fails to object to such Cure Costs (or the absence thereof) with respect to an Assigned Contract, such counterparty shall be deemed to have consented to such Cure Costs (or the absence thereof) and is deemed to have waived any right to assert or collect or enforce any Cure Costs that may arise or have arisen prior to or as of the Closing.

20. On the effective date of the assignment of any Assigned Contract, the Purchaser shall be deemed to be substituted for the applicable Debtors as a party to the applicable Assigned Contracts and the applicable Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

21. All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Canada Sale.

22. Notwithstanding anything to the contrary in this Canada Sale Order or the APA, a contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such contract is rejected or terminated by the Debtors, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

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V. Prohibition of Actions Against the Purchaser.

23. Subject to the terms, conditions, and provisions of this Canada Sale Order, all persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Seller to sell and/or transfer the Acquired Assets to the Purchaser in accordance with the terms of the APA and this Canada Sale Order.

24. To the maximum extent permitted by law, in accordance with the APA, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the “Licenses”) of the Seller with respect to the Acquired Assets and the Canada Sale. To the extent the Purchaser cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall be in effect while the Purchaser, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of Licenses to the Purchaser.

25. Notwithstanding anything in this Canada Sale Order, subject to section 525(a) of the Bankruptcy Code, no governmental unit (as defined in Bankruptcy Code § 101(27)) or any representative thereof may revoke, suspend any right, license, trademark, or other permission relating to the use of the Acquired Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases, the conduct of the Canada Sale, or the consummation of the transactions contemplated by the APA.

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26. The consideration provided by the Purchaser to the Seller pursuant to the APA for the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, the District of Columbia, and any foreign country.

27. The transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Canada Sale shall not affect the validity of the Canada Sale, unless such authorization and such Canada Sale is duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

28. Upon payment of the Purchase Price by the Purchaser to the Seller, the Administrative Agent (as defined in the DIP Credit Agreement) shall release the DIP Liens against the Acquired Assets, as applicable; *provided* that the DIP Liens shall attach to the proceeds of the Canada Sale with the same priority as existed prior to the Canada Sale and retain the same validity, force, and effect that existed prior to the Canada Sale.

29. This Canada Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating

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the contrary, the terms and provisions of this Canada Sale Order shall be immediately effective and enforceable upon its entry, any applicable stay of the effectiveness and enforceability of this Canada Sale Order is hereby waived, and the Debtors and the Purchaser are authorized to close the Canada Sale immediately upon entry of this Canada Sale Order.

30. The failure to specifically include any particular provision of the APA in this Canada Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in their entirety; *provided* that this Canada Sale Order shall govern if there is any inconsistency between such agreements (including all ancillary documents executed in connection therewith), as applicable, and this Canada Sale Order.

31. The APA and any related documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

32. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Canada Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Seller to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Canada Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Acquired Assets to the Purchaser; (b) interpret, implement, and

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enforce the provisions of this Canada Sale Order; and (c) protect the Purchaser against any Claims, Encumbrances, and Interests (other than the Permitted Encumbrances or Assumed Liabilities) with respect to the Seller or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Canada Sale.

33. Notwithstanding the relief granted in this Canada Sale Order and any actions taken pursuant to such relief, nothing in this Canada Sale Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Canada Sale Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant

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to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to reject any executory contract or unexpired lease.

34. The Debtors and the Purchaser are authorized to take all actions necessary to effectuate the relief granted pursuant to this Canada Sale Order in accordance with the Motion.

35. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

36. To the extent this Canada Sale Order is inconsistent with any prior order or pleading filed in these chapter 11 cases related to the Motion, the terms of this Canada Sale Order shall govern.

Exhibit 1

APA

ASSET PURCHASE AGREEMENT
DATED AS OF OCTOBER 30, 2023
BY AND AMONG
COLOGIX CANADA, INC., AS PURCHASER,
AND
CYXTERA COMMUNICATIONS CANADA, ULC,
AS SELLER

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of October 30, 2023, is made by and among Cologix Canada, Inc., a Nova Scotia corporation (“Purchaser”), Cyxtera Communications Canada, ULC, an entity organized under the Laws of the province of Alberta (“Seller”). Purchaser and Seller are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein, including Article XI.

WHEREAS, Seller is an indirect wholly-owned Subsidiary of Cyxtera Technologies Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, “CTI”);

WHEREAS, on June 4, 2023 (the “Petition Date”), CTI, together with certain of CTI’s Affiliates, commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS) (Bankr. D.N.J. June 4, 2023) (collectively, the “Bankruptcy Cases”);

WHEREAS, on June 6, 2023, the Foreign Representative, Seller, and certain of its Affiliates obtained an Initial Recognition Order (Foreign Main Proceeding) and Supplemental Order (Foreign Main Proceeding) from the CCAA Court (the “CCAA Proceeding”) and thereafter have obtained further recognition Orders from CCAA Court recognizing Orders made by the Bankruptcy Court granted in the Bankruptcy Cases; and

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Seller, all of Seller’s right, title and interest in and to, as of the Closing, the Acquired Assets, free and clear of all Encumbrances other than

Permitted Encumbrances. “Acquired Assets” means all of the right, title, and interest of Seller, as of the Closing in and to, the following assets of Seller:

(a) (i) the Contracts listed on Schedule 1.1(a), (ii) the Transferred Customer Contracts, (iii) any purchase orders, service orders, sales orders, and similar instruments entered into by Seller prior to the Closing with respect to any Contract in clause (i) or (ii), (iv) any other Contracts entered into by Seller with respect to the Transferred Business prior to the Closing with the written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed), and (v) the Acquired Leases ((i) through (v), the “Assigned Contracts”);

(b) all prepaid or deferred charges and expenses, including all lease and rental payments, in each case, that have been prepaid by any Seller with respect to any Acquired Leased Real Property;

(c) the leased real property listed on Schedule 1.1(c) (the “Acquired Leased Real Property” and the lease pursuant to which Seller holds its interest in such Acquired Leased Real Property, an “Acquired Lease”), including any Leasehold Improvements and all permanent fixtures, improvements, and appurtenances thereto;

(d) all tangible assets of Seller located at any Acquired Leased Real Property and any such tangible assets on order to be delivered to any Acquired Leased Real Property, other than those assets set forth on Schedule 1.1(d); and

(e) to the extent transferable, all rights of Seller under any permits, permissions, licenses, authorizations and other similar items, in each case, arising from a local Governmental Body having jurisdiction over, and only to the extent relating solely to the operation or use of the Acquired Leased Real Property.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey or deliver, and Seller shall retain all right, title and interest to, in and under any properties, rights, interests and other assets of Seller other than the Acquired Assets (collectively, the “Excluded Assets”).

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with Section 2.1, Purchaser shall irrevocably assume from Seller (or with respect to Taxes, if applicable, from such Seller’s applicable Affiliate) (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller (or with respect to Taxes, if applicable, Seller’s applicable Affiliate) shall irrevocably transfer, assign, convey, and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the “Assumed Liabilities”):

(a) all Liabilities and obligations of any Seller under the Assigned Contracts that first arise or become due from and after the Closing;

(b) all Liabilities (including all government charges or fees) arising out of the conduct of the Transferred Business or the ownership or operation of the Acquired Assets, in each case, by Purchaser on or after the Closing Date;

(c) all Transfer Taxes required to be paid under this Agreement;

(d) without duplication: (i) the Pro Rata Portion of all Taxes with respect to the Acquired Assets for the Straddle Period, and (ii) all Taxes with respect to the Acquired Assets for any taxable period first beginning on or after the Closing Date;

(e) all Liabilities agreed to be assumed by Purchaser in writing or for which Purchaser has agreed to be responsible in accordance with this Agreement; and

(f) all Liabilities relating to Transferred Employees and all Liabilities and obligations assumed by Purchaser under Section 6.1.

1.4 Excluded Liabilities. Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “Excluded Liabilities”).

1.5 Assigned Contracts.

(a) Assumption and Assignment of Executory Contracts. Seller shall take such actions in the Bankruptcy Case and the CCAA Proceedings as are reasonably necessary to effectuate the assumption and assignment to Purchaser of the Assigned Contracts hereunder in accordance with the Bankruptcy Code and the CCAA.

(b) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by a Seller or its Affiliates or terminated by a Seller, its Affiliates or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

(ii) Notwithstanding anything to the contrary in this Agreement, to the extent an Acquired Asset requires a Consent or Governmental Authorization (other than, and in addition to and determined after giving effect to, any Order of the Bankruptcy Court, including the Sale Order) in order to permit the sale or transfer to Purchaser of the applicable Seller’s right, title and interest in and to such asset, Seller shall cooperate with Purchaser and use commercially reasonable efforts in pursuing such Consent or Governmental Authorization. If one or more such Consent or Governmental Authorization

has not been obtained prior to such time as such right, title and interest is to be transferred by Purchaser as an Acquired Asset hereunder, such asset shall not be an Acquired Asset hereunder and shall not be transferred to, or received by, Purchaser. If any Acquired Asset is deemed not to be assigned pursuant to this clause (ii), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six months following the Closing (or the closing of the Bankruptcy Cases or dissolution of the applicable Seller(s), if earlier), Seller and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Acquired Asset, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Seller or their respective Affiliates or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset with respect to which the Consent or Governmental Authorization has not been obtained and (2) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Acquired Asset after the Closing, Seller's right, title and interest in and to such Acquired Asset shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement and the Sale Order. Notwithstanding anything herein to the contrary, no Seller will be obligated to pay any consideration therefor to any third party from whom Consent or Governmental Authorization is requested or to initiate any litigation to obtain any such Consent or Governmental Authorization.

ARTICLE II CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment of \$10,000,000, subject to Section 9.4(d) (the "Cash Payment").

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller the Cash Payment (the "Closing Date Payment"). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made at least two Business Days prior to the date such payment is to be made.

2.2 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange of

documents (or, if the Parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022) at 10:00 a.m. Eastern Time on the second Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the “Closing Date.”

2.3 Closing Deliveries by Seller. At or prior to the Closing, Seller shall deliver to Purchaser:

- (a) a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the “Assignment and Assumption Agreement”) duly executed by Seller;
- (b) any joint elections contemplated by Section 9.4(e);
- (c) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Seller certifying that the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied.

2.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) Seller:

- (a) the Closing Date Payment;
- (b) the Assignment and Assumption Agreement, duly executed by Purchaser;
- (c) any joint elections contemplated by Section 9.4(e);
- (d) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied; and
- (e) the PST owing under the PSTA. The Parties will reasonably cooperate in determining the amount of PST with respect to the Acquired Assets so as to permit each Party to comply with its respective obligations under the PSTA; provided that if the Parties are unable to agree prior to the Closing, the Closing will still occur and Purchaser shall continue to be responsible for such PST.

2.5 Withholding. Purchaser shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement, such amounts as may be required to be deducted and withheld therefrom or with respect thereto under the Tax Code or other applicable Law; provided that prior to any such deduction and withholding, Purchaser shall use commercially reasonable efforts to provide Seller with five (5) Business Days’ written notice of its intent to deduct and withhold amounts from any such payments. If Purchaser is required under applicable Law to deduct or withhold any taxes from any payment in connection with or related to this Agreement, the sum payable by Purchaser shall be increased as necessary so that after all required

deductions have been made, Seller receives an amount equal to the sum it would have received had no such deductions been made.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Except as (i) disclosed in the forms, reports, schedules, statements, exhibits and other documents filed with the SEC by CTI in respect of Seller and its business to the extent publicly available on the SEC's EDGAR database (other than any disclosures set forth under the headings "Risk Factors" or "Forward-Looking Statements" and any other disclosures included therein to the extent they are forward-looking in nature), (ii) disclosed in any forms, statements or other documents filed with the Bankruptcy Court, or (iii) set forth in the Schedules delivered by Seller concurrently herewith (each, a "Schedule" and collectively, the "Schedules"), and subject to Section 10.10, Seller represent and warrant to Purchaser as of the date hereof as follows:

3.1 Organization and Qualification. Except as set forth in Schedule 3.1, Seller is an unlimited liability corporation, duly organized, validly existing, and in good standing (if such concept is applicable) under the Laws of the jurisdiction of its incorporation or formation.

3.2 Authorization of Agreement. Subject to requisite Bankruptcy Court approvals:

(a) Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Agreements to which Seller is a party and to perform its obligations hereunder and to consummate the Transactions;

(b) the execution, delivery and performance by Seller of this Agreement and the other Transaction Agreements to which Seller is a party, and the consummation by Seller of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of Seller, and no other organizational proceedings on Seller's part are necessary to authorize the execution, delivery and performance by Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions; and

(c) this Agreement and the other Transaction Agreements to which Seller is a party have been, or will be, duly executed and delivered by Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

3.3 Conflicts; Consents. Assuming that (a) the Sale Order and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained, and (b) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 3.3 are made, given, obtained or waived (as applicable), neither the execution and delivery by Seller of this Agreement or the other

Transaction Agreements, nor the consummation by Seller of the Transactions, nor performance or compliance by Seller with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of the Organizational Documents of Seller (ii) except as set forth on Schedule 3.3, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancellation of any obligation or to the loss of any benefit, any of the terms or provisions of any Assigned Contract or accelerate Seller's obligations under any such Assigned Contract, (iii) violate any Law or Order applicable to Seller or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except, in the case of clauses (ii), (iii) or (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Legal Actions. As of the date of this Agreement, except as set forth on Schedule 3.4, there are no, and during the two (2) years preceding the date hereof there have been no, Actions pending or to the Knowledge of Seller, threatened in writing that relate to the Transferred Business (a) to which Seller is or was a party or to which any property, rights or interests of any of them is or was subject, except for (i) such Action that, if adversely determined, would not reasonably be expected to result in (x) Liabilities or obligations of any nature of Seller following the Closing in excess of \$500,000 or (y) equitable remedies that would reasonably be expected to be material and adverse to the Transferred Business, taken as a whole, following the Closing, and (ii) following the Petition Date, claims of creditors or other parties in the Bankruptcy Cases or (b) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Transactions.

3.5 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 3.5(a), with respect to the Transferred Business, Seller is, and during the two (2) years preceding the date hereof has been, in compliance in all material respects with the requirements of all Laws applicable to it or to its properties, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and no written notices have during the two (2) years preceding the date hereof been received by Seller alleging such material violation of any such Laws.

(b) To the Knowledge of Seller, except as set forth on Schedule 3.5(b), Seller possesses all Permits that are necessary or required to conduct the Transferred Business with respect to the Acquired Assets as currently conducted, except for such Permits, the failure to have so obtained, made or delivered would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Within the two (2) years preceding the date hereof, Seller has not received written notice of any revocation or modification of any Permit and all such Permits are in full force and effect and will continue to be in full force and effect following the consummation of the Transactions, except where the failure to so continue would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.6 Leased Real Property. Schedule 3.6 contains a true and complete list of all Acquired Leases. Seller has delivered to the Purchaser or the Purchaser's Advisors true and complete copies of the Acquired Leases. Except as set forth on Schedule 3.6 (and subject to entry of the Sale Order), with respect to each of the Acquired Leases: (i) such Acquired Lease is legal, valid, binding, enforceable and in full force and effect; (ii) to the Knowledge of Seller, there are no existing

material disputes with respect to such Acquired Lease; (iii) none of Seller, or, to the Knowledge of Seller, any other party to the Acquired Lease is in breach or default under such Acquired Lease, and, to the Knowledge of Seller, no event has occurred within the two (2) years preceding the date hereof or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Acquired Lease, except, in each case, for such breaches or defaults as would not reasonably be expected to be material to the Transferred Business, taken as a whole; (iv) Seller does not currently sublease, license or otherwise grant any Person the right to use or occupy such Acquired Leased Real Property or any portion thereof, other than datacenter collocation and related services; and (v) none of the Acquired Leases, or any interest therein, is collaterally assigned or subject to a security interest. The Acquired Leases comprise all of the real property used or intended to be used in, or otherwise related primarily to, the Transferred Business. Other than licenses granted under the Transferred Customer Contracts, Seller is the sole party in possession of the Acquired Leased Real Property.

3.7 Assigned Contracts.

(a) Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, and assumption by Seller of the applicable Contract in accordance with applicable Law and except (i) as a result of the commencement of the Bankruptcy Cases and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Assigned Contract is valid and binding on Seller and, to the Knowledge of Seller, each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions, (B) Seller, and, to the Knowledge of Seller, any other party thereto, have performed in all material respects all obligations required to be performed by it under each Assigned Contract, (C) Seller has received no written notice of the existence of any breach or default on the part of Seller under any Assigned Contract, (D) there are no events or conditions which constitute, or, after notice or lapse of time or both, will constitute a material default on the part of Seller, or to the Knowledge of Seller, any counterparty under such Assigned Contract and (E) Seller has not received any written notice from any Person that such Person intends to terminate, or not renew, any Assigned Contract.

3.8 Tax Matters. Except as set forth on Schedule 3.8:

(a) (i) all material Tax Returns required to be filed by or on behalf of Seller with regard to the Acquired Assets have been timely filed with the appropriate Taxing Authorities (after giving effect to any valid extensions of time in which to make such filings) and all material Taxes shown as due on such Tax Returns have been timely paid, except for Taxes being contested in good faith by appropriate proceedings.

(b) Seller has, within the last three (3) years, duly and timely withheld from Business Employees salaries, wages, and other compensation and have paid over to the appropriate Taxing Authorities all material amounts required to be so withheld and paid over for all periods under all applicable Laws.

(c) All material deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority of the Tax Returns of Seller with regard to the Acquired

Assets have been paid, settled or withdrawn, and there are no other audits or investigations by any Taxing Authority in progress, nor has Seller received written notice from any Taxing Authority that it intends to conduct such an audit or investigation.

(d) Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(e) Seller is registered for the collection of the GST/HST and its registration number under the ETA is 869416073 RT000, is registered for the collection of the QST and its registration number under the QSTA is 1207636149 TQ0001, and is registered for the collection of PST and its registration number under the PSTA is 1014-4649.

(f) The representations and warranties contained in this Section 3.8 are the only representations and warranties being made with respect to Tax matters of Seller, and nothing in this Section 3.8 or otherwise in this Agreement shall be construed as a representation or warranty with respect to the amount, availability or usability of any net operating loss, capital loss, Tax basis or other Tax asset or attribute of Seller or in any taxable period.

3.9 Environmental Matters. Except as set forth on Schedule 3.9, with regard to the Acquired Assets (i) Seller is in compliance in all material respects with all applicable Environmental Laws, which compliance includes possessing and complying in all material respects with all Permits required by applicable Environmental Laws, (ii) within the two (2) years preceding the date hereof Seller has not received any written notice, and there are no Actions pending or, to the Knowledge of Seller, threatened in writing against Seller or any Subsidiary, regarding any material violation of Environmental Laws and (iii) to the Knowledge of Seller, within the past two (2) years preceding the date hereof Seller has not released any Hazardous Material at the Acquired Leased Real Property in violation of Environmental Laws and in a manner that currently requires remediation under Environmental Laws. This Section 3.9 contains Seller's sole representations and warranties regarding Environmental Laws, Hazardous Materials, or any other environmental, health or safety matters.

3.10 Due Diligence Materials. Schedule 3.10(a) and 3.10(c) are true, accurate, and complete in all material respects regarding the matters addressed below as listed thereon.

(a) Schedule 3.10(a) sets forth, as of the date hereof, for each of the Transferred Business (i) the name of such customer, (ii) the currency for such customer's payments, (iii) the monthly recurring revenue for such customer, (iv) the sold capacity, measured in kilowatts, for such customer, (v) price per kilowatt for such customer, (vi) the start date of such customer's current Contract with Seller, (vii) the current end of the term of such customer's current Contract with Seller, (viii) the length of the term of such customer's current Contract, and (ix) the annual price escalator percentage for such customer under its current Contract.

(b) To the Knowledge of Seller, no customer set forth on Schedule 3.10(a) has materially reduced, cancelled or terminated (except for expiration of Contracts pursuant to their terms) its business relationship with Seller or has notified Seller in writing of any intent to do so.

(c) Schedule 3.10(c) sets forth, as of the date hereof, each Business Employee and indicating each such Business Employee's (i) name or identification number; (ii) seniority

date; (iii) active or inactive status; (iv) job title; (v) full time, part time or temporary status; (vi) work location; (vii) base annual salary, (viii) bonus entitlement, (ix) vacation entitlement (other than statutory entitlement), (x) any other employee benefit entitlement (other than statutory entitlements), and (xi) terms of all related employment agreements, or a statement that there are no employment agreements for such Business Employee.

3.11 Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Seller.

3.12 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") (it being understood that Purchaser has relied only on such Express Representations and warranties), Purchaser acknowledges and agrees that neither Seller nor any other Person on behalf of Seller makes, and neither Purchaser has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, the Transferred Business, the other Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Seller or any of its Affiliates or Advisors. Without limiting the foregoing, neither Seller nor any of its Advisors or any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser's or any of its Affiliates' or Advisors' use of or reliance on, any such information, including any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in expectation of the Transactions or any discussions with respect to any of the foregoing information.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the date hereof as follows.

4.1 Organization and Qualification. Purchaser is an entity duly created, formed or organized (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its creation, formation or organization (as applicable) and has all requisite corporate or limited liability company power and authority necessary to conduct its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have an adverse effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) under the Laws of each jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or

in the aggregate, reasonably be expected to have an adverse effect on Purchaser's ability to consummate the Transactions.

4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted, this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (i) the Sale Order, and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained and (ii) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3(a) are made, given, obtained or waived (as applicable), neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the Transactions, nor performance or compliance by Purchaser with any of the terms or provisions hereof, will (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (B) through (D), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the Transactions, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

4.4 Financing. Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Cash Payment in full and to consummate all of the other Transactions, including the payment of the Purchase Price in full and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with the Transactions and, to

Purchaser's knowledge, there is no circumstance or condition that could reasonably be expected to prevent or substantially delay the availability of such funds or otherwise impair such capability at the Closing and such other dates that such obligations and transactions are required to be satisfied pursuant to the terms hereof. Purchaser affirms that it is not a condition to Closing or to any of its obligations under this Agreement that Purchaser obtains financing for the Transactions.

4.5 Brokers. There is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the Transactions.

4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will or would be reasonably likely to adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the Transactions.

4.7 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of Seller or its board of directors (or applicable governing body of any Affiliate of Seller), any holder of equity or debt securities of Seller, or any lender or creditor of Seller or any Affiliate of Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

4.8 Solvency. Purchaser is, and immediately after giving effect to the Transactions, Purchaser shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.9 Investigation. Purchaser acknowledges, covenants and agrees that it is relying on its own independent investigation and analysis in entering into this Agreement and consummating the Transactions. Purchaser is knowledgeable about the industries in which Seller operates and is capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded full access to the books and records, facilities and personnel of Seller for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of Seller. Purchaser does not have any knowledge that the representations and warranties of Seller in this Agreement are not true and correct in all respects, and Purchaser does not have any knowledge of any errors in, or material omissions from, the Schedules.

4.10 Transfer Tax Registrations. Purchaser is registered for the collection of the GST/HST and its registration number under the ETA is 859292344, and is registered for the collection of the QST and its registration number under the QSTA is 1219448291TQ0001.

ARTICLE V BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) Within three (3) Business Days following the date hereof, Seller shall file, or caused to be filed, with the Bankruptcy Court a motion seeking approval of the Sale Order. Seller shall use commercially reasonable efforts to schedule a hearing with the Bankruptcy Court to consider entry of the Sale Order.

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(c) Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order and any other Order reasonably necessary in connection with the Transactions.

(d) The Foreign Representative and Seller shall file with the CCAA Court an application in the CCAA Proceeding seeking the granting of the CCAA Orders within a reasonable period of time following approval of the Sale Order by the Bankruptcy Court.

(e) Each Party shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request, promptly furnishing the other with copies of notices or other communications received by a Seller from the Bankruptcy Court with respect to the Transactions.

(f) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assigned Contracts. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Advisors available to testify before the Bankruptcy Court.

5.2 Cure Costs. Subject to entry of the Sale Order, Seller shall, on or prior to the Closing, pay all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code and this Agreement ("Cure Costs").

5.3 Approval. The Parties' obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order) and CCAA Court (including granting of the CCAA Orders). Nothing in this Agreement shall require either Party or their respective Affiliates

to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Employee Matters.

(a) At least 5 Business Days prior to Closing, Purchaser shall extend to each Business Employee employed by Seller a written offer of employment, which offer shall (i) be reviewed by Seller, with a reasonable opportunity to provide Seller's comments, if any, and (ii) if accepted, become effective immediately after the Closing ("Transfer Offer"). Business Employees who accept such Transfer Offers and begin employment with Purchaser shall be collectively referred to herein as "Transferred Employees." Purchaser shall promptly notify Seller of whether each Business Employee has accepted their Transfer Offer, and following such notice, Seller will deliver evidence reasonably satisfactory to Purchaser that each Business Employee's employment with Seller will be terminated effective as of Closing, it being the intent of the Parties that effective as of the Closing, (i) employment by Purchaser of Transferred Employees shall commence and (ii) each Business Employee previously employed by Seller shall cease to be an employee of Seller. Nothing in this Agreement shall be construed as a representation or guarantee by Seller or any of its Affiliates that any or all Business Employees employed by Seller will accept the Transfer Offer, or that any Transferred Employee will continue in employment with Purchaser following the Closing for any period of time.

(b) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in Section 1.3 above, all Liabilities relating to the employment by Seller of any Business Employees shall be Excluded Liabilities; provided, however, that Purchaser shall be solely liable for all Liabilities relating to the Transferred Employees to the extent such Liability (i) first arises after such Transferred Employee commences employment with Purchaser and relates to or arises from such employment with Purchaser, or (ii) relates to or arises from a breach of or default under a Transfer Offer. Purchaser further agrees and acknowledges that some of the Business Employees reside in or are otherwise protected by the Laws of the Province of Quebec, and that such Laws may relate to Purchaser's decision or potential obligation to extend a Transfer Offer to one or more Business Employees, the terms contained in any such Transfer Offer, or Purchaser's other decisions with respect to the Transferred Employees or Business Employees that reside in or are otherwise protected by the Laws of the Province of Quebec (the "Quebec Employment Matters"). Purchaser will decide issues relating to the Quebec Employment Matters in its sole discretion; provided that Purchaser shall be solely responsible for any and all Liabilities arising from or relating to any Quebec Employment Matters. Purchaser agrees to indemnify and save harmless Seller from all such Liabilities a Governmental Body or Business Employee asserts or imposes as a result of the Quebec Employment Matters.

(c) For the avoidance of doubt, and notwithstanding anything to the contrary set forth in Section 1.3 above, effective as of the Closing, Purchaser and Purchaser's Affiliates shall assume all obligations, Liabilities and commitments in respect of claims made by any Transferred Employee and Québec Employee (or any other individual claiming that he or she is or should be a Transferred Employee or a Québec Employee) for severance or other termination

benefits (including claims for wrongful dismissal, dismissal without a good and sufficient cause, reasonable notice of termination of employment, pay in lieu of reasonable notice or breach of Contract) arising out of, relating to or in connection with any failure to offer employment to, or to continue the employment of, any such Transferred Employee and Québec Employee (or other individual claiming that he or she is or should be a Transferred Employee or a Québec Employee) or other failure to comply with the terms of this Agreement.

(d) The provisions of this Section 6.1 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any employees of Seller or any Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.1 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.1, alter or limit Purchaser's or Seller's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

6.2 Overhead and Shared Services. (i) Purchaser acknowledges and agrees that, effective as of the Closing Date: (i) all Overhead and Shared Services provided to the Transferred Business shall cease, (ii) Seller and its Affiliates shall have no further obligation to provide any such Overhead and Shared Services to the Transferred Business and (iii) all rights of the Transferred Business under Shared Contracts shall be terminated and the Transferred Business shall have no further rights thereunder, other than Shared Customer Contracts, which are the subject of Section 6.4.

6.3 De-Branding. As soon as reasonably practicable, but in no event more than thirty (30) days following the Closing, Purchaser shall take all actions necessary to remove any of Seller's or any of its Affiliates' trademarks, tradenames, trade dress, branding, signage, or other usage of Seller's or any of its Affiliates' trademarks, business names and logos, including all uses of the name "Cyxtera," located on or about the Acquired Leased Real Property or on, as may be applicable, any billing or other information technology systems and applications, stationery, purchase orders, invoices, receipts, and other similar documents and materials, advertising and marketing materials, policies, procedures and manuals, employee information or data, employee identifications, and similar documents and materials.

6.4 Shared Customer Contracts.

(a) With respect to Shared Customer Contracts, Seller and its Affiliates shall use commercially reasonable efforts (and Purchaser shall reasonably cooperate with Seller and its Affiliates in connection with such efforts) to:

(i) cause each Shared Customer Contract to be assigned in relevant part to Purchaser or to appropriately amend such Shared Customer Contract so that Purchaser will, from and after the Closing, be entitled to the rights and benefits inuring to the

Transferred Business under such Shared Customer Contracts on substantially the same terms as then in effect; and

(ii) obtain prior to the Closing or, if not obtained, shall use commercially reasonable efforts to obtain, prior to the earliest of (A) six months following the Closing Date, (B) the closing of the Bankruptcy Cases or the windup or dissolution of Seller, and (C) the expiration of such Shared Customer Contract in accordance with its current terms (such period, the “Shared Contract Period”), from the counterparty to each Shared Customer Contract any Consent or similar action that is required to separate the portion of such Shared Customer Contract that relates to the Transferred Business, it being understood that (X) Seller and Purchaser shall not be required to grant any consideration to any counterparty to such Shared Customer Contract, (Y) the allocations of benefits and burdens of any Shared Customer Contract shall be apportioned such that the Transferred Business receives and bears such benefits and burdens consistent in all material respects with the past practice of Seller, its Affiliates, and such counterparty, and (Z) any amendment to any Shared Customer Contract that would adversely affect in any material respect the Transferred Business shall be subject to Purchaser’s written approval (not to be unreasonably withheld, conditioned or delayed).

(b) During the Shared Contract Period, Purchaser and Seller shall cooperate and work in good faith to separate the applicable portion of any Shared Customer Contract hereunder. The Contract constituting the separated portion of any Shared Customer Contract that relates to the Transferred Business shall constitute a Transferred Customer Contract, and in no event shall those portions of any Shared Customer Contract not relating to the Transferred Business be considered a Transferred Customer Contract. With respect to any Shared Customer Contract, if partial assignment or amendment cannot be obtained, or if an attempted partial assignment or amendment thereof would adversely affect in any material respect the rights of the Purchaser, Seller or their respective Affiliates, Seller and Purchaser will, and will cause the respective Affiliate to, use their commercially reasonable efforts to negotiate a mutually acceptable arrangement under which Purchaser (or its Affiliates) or Seller (or its Affiliates) will, from and after the Closing, to the extent permitted by applicable Law, obtain the benefits and assume the Liabilities and obligations under such Shared Customer Contract (consistent with this Section 6.4) to the extent related to the Transferred Business (in the case of the Purchaser) or the other businesses of Seller and its Affiliates (in the case of Seller), including entering into sub-contracting, sub-licensing or sub-leasing arrangements for the benefit of Purchaser or Seller, as the case may be.

(c) Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein, Seller and Purchaser each hereby further covenant and agree to and cause its respective Affiliates to abide by and comply with all of the terms and conditions of each applicable Shared Customer Contracts at all times during the Shared Contract Period, and in connection therewith each Party shall promptly indemnify and hold harmless the other Party and its respective Affiliates for any failure to comply with its compliance obligations hereunder. Notwithstanding anything to the contrary herein, including in Section 10.4 or in Section 10.6 hereof, all rights, obligations, remedies and defenses of Seller under this Section 6.4 with respect to any Shared Customer Contract shall be automatically assigned to an acquiror of the Seller’s interest in such Shared Customer Contract, and such acquiror shall automatically be an express

third party beneficiary of this Section 6.4. This Section 6.4 may not be amended or modified, and no waiver may be granted hereunder, without the prior written consent of any such acquiror of a Shared Customer Contract.

6.5 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Subsidiaries to, use its and their commercially reasonable efforts to perform its and their respective obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the Transactions to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party, its Affiliates and its and their respective Advisors in connection with any step required to be taken as a part of its obligations hereunder.

(b) The obligations of Seller pursuant to this Agreement, including this Section 6.5, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), Seller's debtor-in-possession financing, and Seller's obligations as debtors in possession to comply with any Order of the Bankruptcy Court (including the Sale Order), and Seller's duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

6.6 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions.

6.7 Insurance Matters. Purchaser acknowledges that, upon Closing, all insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with Seller or its Affiliates) shall cease to provide any coverage to the Transferred Business, the Acquired Assets and the Assumed Liabilities and no further coverage shall be available to the Transferred Business, the Acquired Assets or the Assumed Liabilities under any such policies.

6.8 Receipt of Misdirected Assets; Liabilities.

(a) From and after the Closing, if Seller or any of its Affiliates receives any right, property or asset that is an Acquired Asset, Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to Seller, and such asset will be deemed the property of Seller held in trust by Purchaser for Seller until so transferred.

(b) From and after the Closing, if Seller or any of its Affiliates is subject to a Liability that should belong to Purchaser or its Affiliates pursuant to the terms of this Agreement, Seller shall promptly transfer or cause such of its Affiliates to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after the Closing, if Purchaser or any of its Affiliates is subject to a Liability that should belong to Seller or its Affiliates pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such Liability to the applicable Seller or Affiliate, and such Seller or Affiliate shall assume and accept such Liability.

6.9 Estoppel Certificates. From and after the date hereof, Seller shall use good faith, commercially reasonable efforts to obtain: (a) from each landlord of the Acquired Leased Real Property an estoppel certificate in the form attached hereto as Exhibit C (each a “Landlord Consent”); and (b) from each customer under the Transferred Customer Contracts, an Estoppel Certificate.

6.10 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the Transferred Business (including its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects), the Acquired Assets, and the Assumed Liabilities, and, in making its determination to proceed with the Transactions, Purchaser and the Purchaser Group have relied solely, are relying, and will rely, solely, on the Express Representations and the results of the Purchaser Group’s own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors, in each case, whether written or oral, made or provided by or on behalf Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser or any member of the Purchaser Group may rely in connection with the Transactions and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, statutory, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in meetings, calls or correspondence with management of Seller, any of the Seller Parties or any other Person on behalf of Seller or any of the Seller Parties or any of their respective Affiliates or Advisors and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, business risks and prospects of Seller, or the quality, quantity or condition of any of the Acquired Assets, are, in each case, specifically disclaimed by Seller, on its behalf and on behalf of the Seller Parties. Purchaser, on its own behalf and on behalf of the Purchaser Group: (1) disclaims reliance on the items in clause (ii) in the

immediately preceding sentence; and (2) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence.

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.10. Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that the covenants and agreements contained in this Section 6.10 (i) require performance after the Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.10, Seller would not enter into this Agreement.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Seller. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Closing that is continuing in effect; and

(b) the Bankruptcy Court shall have entered the Sale Order and shall not have been stayed, reversed, or modified;

(c) the CCAA Court shall have pronounced the CCAA Orders and the CCAA Orders shall not have been stayed, set-aside, reversed or modified.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) (i) the representations and warranties made by Seller in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except (i) that representations and warranties that are made as of a specified date need be true and correct in all material respects only as of such date, and (ii) the representations and warranties set forth in Section 3.1, Section 3.2 and Section 3.11 (collectively, the “Fundamental Representations”) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct only as of such date;

(b) Seller shall not have breached, in any material respect, the covenants required to be performed or complied with by Seller under this Agreement on or prior to Closing;

(c) No Material Adverse Effect shall have occurred and be continuing with respect to the Transferred Business;

(d) Seller shall have executed or delivered to Purchaser all of the documents, instruments, and agreements set forth in Section 2.3;

(e) The Sale Order, as approved by the Bankruptcy Court, shall be substantially in the forms attached to this Agreement as Exhibit B.

(f) Purchaser shall have received on and as of the Closing Date a certificate of an authorized officer of Seller confirming that the conditions set forth Section 2.3 have been satisfied.

7.3 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Seller in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that representations and warranties that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) Purchaser shall not have breached in any material respect the covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date; and

(c) Seller shall have received on and as of the Closing Date a certificate of an authorized officer of Purchaser confirming that the conditions set forth in Section 2.4 have been satisfied.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Seller may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE VIII TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 8.1, and in no other matter:

(a) by written notice of either Purchaser or Seller to the other, if there is in effect any Law or Order enacted or issued by a Government Body of competent jurisdiction that restrains, enjoins, declares unlawful or otherwise prohibits the consummation of the Closing or declaring unlawful the Transactions, and such Law or Order has become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(a) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(b) by written notice of either Purchaser or Seller, if the Closing shall not have occurred on or before December 31, 2023 (the "Outside Date") (or such later date as provided in Section 10.12); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(b) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Seller may extend the Outside Date up to an additional 45 days to the extent necessary to satisfy the conditions set forth in Section 7.1 so long as the other conditions in Article VII have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied);

(c) by written notice from Seller to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied) or waived and Purchaser fails to complete the Closing at the time required by Section 2.2;

(d) by written notice from Seller to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by Purchaser (other than a breach or failure by Purchaser to close when required pursuant to Section 2.2) then Seller may not terminate this agreement under this Section 8.1(d) unless such breach has not been cured by the date, which that the earlier of (A) one (1) Business Day prior to the Outside Date and (B) ten (10) days after Seller notifies Purchaser of such breach and (ii) Seller's right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to Seller at any time that Seller is in breach of any covenant, representation or warranty hereunder such that the conditions in Section 7.3 cannot be satisfied.

(e) by written notice from Purchaser to Seller, upon a breach of any covenant or agreement on the part of Seller, or if any representation or warranty of Seller have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied; provided that (i) if such breach is curable by Seller (other than a breach or failure by Seller to close when required pursuant to Section 2.2) then Purchaser may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is

the earlier of (A) one (1) Business Day prior to the Outside Date and (B) ten (10) days after the Purchaser notifies Seller of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Purchaser at any time that Purchaser is in breach of any covenant, representation or warranty hereunder such that the conditions in Section 7.2 cannot be satisfied;

(f) by written notice from Purchaser to Seller if any Material Adverse Effect occurs to the Transferred Business after the date hereof.

8.2 Effect of Termination. In the event of termination of this Agreement in accordance with Article VIII, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers or equity holders will have any Liability under this Agreement; provided that this Section 8.2 and Article X shall survive any such termination; provided further that no termination will relieve Purchaser from any liability for damages, losses, costs or expenses (which the Parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs, but shall exclude consequential, special, punitive, and any other damages beyond actual damages incurred by Seller and related directly to such Willful Breach, any speculative damages or any damages based on any multiple or other valuation method) resulting from any Willful Breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder). Nothing in this Section 8.2 will be deemed to impair the right of any Party to be entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

ARTICLE IX TAXES

9.1 Transfer Taxes. Any U.S. federal, state, local, or non-U.S., GST/HST, QST, PST or other consumption sales, use, excise, value added, registration, real property, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges (including all related interest, penalties, and additions to any of the foregoing) payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the Transactions (the “Transfer Taxes”) shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes with the appropriate Taxing Authority.

9.2 Allocation of Purchase Price. For U.S. federal and applicable state and local and non-U.S. income Tax purposes, Purchaser, Seller, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal and non-U.S. income Tax purposes) among the Acquired Assets, which shall be consistent with the requirements of Section 1060 of the Code and the regulations promulgated thereunder and any similar provision of applicable Tax Law (the “Allocation Methodology”). As soon as commercially practicable, but no later than 45 days following the determination of the final Purchase Price, Purchaser shall provide a proposed allocation to Seller setting forth the allocation of the Purchase Price (and other amounts treated as part of the purchase price for U.S. federal and Canadian income Tax purposes) among the Acquired Assets in accordance with the Allocation Methodology (the “Allocation”) subject to Seller’s review and approval (such approval

not to be unreasonably delayed, conditioned or withheld). Purchaser shall incorporate any changes reasonably requested by Seller with respect to such Allocation. If Seller delivers a written objection within 30 days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Seller shall negotiate in good faith to resolve any such objection, and, if Seller and Purchaser cannot resolve such dispute within 30 days of Purchaser's receipt of Seller's objection, then each of Purchaser, on the one hand, and Seller, on the other hand, shall be entitled to take its own position regarding the appropriate Allocation. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and not take any Tax related action inconsistent with the Allocation, in each case, unless otherwise required by a "determination" within the meaning of section 1313(a) of the Tax Code and other applicable Law.

9.3 Cooperation. Purchaser and Seller shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Seller shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets for any Tax period ending on or before the Closing Date and (ii) all income Tax Returns of Seller.

(b) Purchaser shall prepare and timely file all Tax Returns with respect to the Acquired Assets for any Tax period ending after the Closing Date. With respect to any Straddle Period, Purchaser shall prepare such Tax Returns consistent with past practice, and shall provide Seller or its successors in rights, as applicable, with a draft of such Tax Returns at least 30 days prior to the filing of any such Tax Return. Purchaser shall incorporate any changes reasonably requested by Seller with respect to such Tax Returns.

(c) Purchaser shall not file any Tax Return, file an amendment to any previously-filed Tax Return, or otherwise take any Tax position that has the effect of increasing any Tax that is payable or otherwise borne by Seller, without the written consent of Seller (such consent not to be unreasonably delayed, conditioned or withheld); except to the extent Purchaser reasonably believes such position is required by Law.

(d) Property, ad valorem, intangible, and other periodic Taxes imposed or assessed directly against, the Acquired Assets (including to landlords through CAM charges under the Acquired Leases, but, for the avoidance of doubt, excluding any Transfer Taxes and any gross, net or similar Taxes) for any Straddle Period will be apportioned and prorated between Seller, on one hand, and Purchaser, on the other hand, as of the Closing Date. Purchaser shall bear the Pro Rata Portion of such Taxes, and Seller shall bear the remaining portion of such Taxes. The Parties hereby agree and acknowledge the apportionment of Taxes contemplated by this Section 9.4(d) results in an aggregate amount equal to \$6,073.16 payable at Closing by Purchaser to Seller, that the Cash Payment will be adjusted accordingly, and that such apportionment shall not be revisited after Closing, even if the actual apportionment (which would have been determined when the actual amount of such Taxes become known) is greater or less than the apportionment made at Closing. Purchaser shall be responsible for preparing and filing all Tax Returns with respect to,

and shall be responsible for paying to the applicable Taxing Authority or landlord, as applicable, all of, the Taxes contemplated by this Section 9.4(d).

(e) If available, the Parties will complete and sign on or before the Closing Date, a joint election under section 167(1) of the ETA and section 75 of the QSTA, to permit the purchase and sale of any applicable Acquired Assets, without incurring GST/HST or QST. If available, the Purchaser will duly file the elections with the appropriate Governmental Body within the time permitted under the ETA and QSTA. The Purchaser agrees to indemnify and save harmless Seller from all Tax, penalties and interest in the event a Governmental Body asserts the election or elections contemplated by this section are not available. In the event the joint elections are not available, the Purchaser agrees to self-assess for any GST/HST and QST on the real property, and fixtures to real property included in the Acquired Assets and to pay any GST/HST, QST and PST to Seller at Closing. All PST owing on the Acquired Assets shall be payable by the Purchaser to Seller at Closing.

ARTICLE X MISCELLANEOUS

10.1 Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Except as set forth below, and except for any claim based on fraud (which claims, if any, shall, for the avoidance of doubt, be subject to Section 6.10), each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing, such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for one year following the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and Seller acknowledge and agree, on their own behalf, with respect to Purchaser, and on behalf of the Purchaser Group that the agreements contained in (among others) Section 6.10 and this Section 10.1 require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for one year. Notwithstanding anything to the contrary above in this Section 10.1 but subject in all cases to Section 6.10, the representations and warranties set forth in Sections 3.8(d), 3.9, and 3.10, (and no other representations and warranties) and any claim based on fraud (which claims, if any, shall, for the avoidance of doubt, be subject to Section 6.10), shall survive Closing in each case for a period of one year; provided that Seller shall have no Liability for any breach of such representations or warranties if Purchaser's aggregate Liability incurred as a result of all such breaches is less than \$10,000.00 and in no event shall Seller's Liability hereunder include (i) any consequential, special, punitive, or any other damages beyond actual damages incurred by Purchaser and related directly to such breach, (ii) any speculative damages or (iii) any damages based on any multiple or other valuation method.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof) if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

Cologix Canada, Inc.
c/o Cologix, Inc.
1601 19th Street, Suite 650
Denver, Colorado 80202
Attention: General Counsel
Email: legal@cologix.com

Notices to Seller:

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Suite 900
Coral Gables, Florida 33134
Attention: Victor Semah, Chief Legal Officer
E-mail: victor.semah@cyxtera.com
legal@cyxtera.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Christopher Marcus, P.C.
Derek Hunter
Steve Toth
Email: christopher.marcus@kirkland.com
derek.hunter@kirkland.com
steve.toth@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the entry and terms of the Sale Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that such assignee assumes all of the assignors obligations hereunder and neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and Seller, and any attempted assignment or delegation without such prior written consent shall be null and void; provided further that either Party may assign this Agreement in connection with the transfer of all or substantially all of its assets or the Acquired Assets. Notwithstanding the foregoing, Purchaser may elect, by notice delivered at least five Business Days prior to Closing, to assign its rights under this Agreement to an Affiliate for the purpose of taking assignment of the Acquired Leased Real Property in such Affiliate's name; provided that any such assignment shall in no way relieve Purchaser of its obligations under this Agreement.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Seller or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 6.10, the Seller Parties and, for purposes of Section 10.7, the Non-Recourse Parties and (ii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a "Non-Recourse Party") will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or

for any Agreement Dispute (as defined herein), and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms have actually been disclosed in writing on or before the date hereof. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement; provided that the refusal of any such courts refuse to grant specific performance or other equitable relief shall not itself constitute a breach of this clause (a), so long as the applicable Party has otherwise complied with and not made a claim or assertion inconsistent with this Section 10.12, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Seller nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order and neither Party will oppose the granting of specific performance or other equitable relief on the basis that the other Party has an adequate remedy at Law. The remedies available to Seller pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and neither Party will claim or assert that the election by the other Party to pursue an injunction or specific performance will restrict, impair, or otherwise limit such other Party from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 10.13, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (i) for the period during which such action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement

(each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the

extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.16 Publicity. Neither Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Seller, as applicable, disclosure is otherwise required of such Party by applicable Law, such disclosure is consistent with (and discloses no substantive terms of the Agreement other than those disclosed in prior permitted releases) or disclosure is required by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or Seller (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law, Bankruptcy Court requirement, or rule to consult with the other Party with respect to the text thereof. Without limiting the foregoing, no Party, without the prior written approval of Seller and Purchaser, shall disclose the Purchase Price, the approximate amount of the Purchase Price, any other financial information from which the approximate amount of the Purchase Price may be determined, or disclose any of the other essential terms of this Agreement, except (a) as required by Law or required for financial reporting purposes and except or (b) to the extent such statements are consistent with, and disclose no substantive terms of this Agreement other than those disclosed in any previous press releases, public disclosures or public statements made jointly by the Parties (or individually), if approved by Seller and Purchaser.

10.17 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer Laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

ARTICLE XI ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any action, complaint, suit, litigation, arbitration, third-party mediation, audit, or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(b) “Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(c) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(d) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(e) “Business Employee” means each employee of Seller who is primarily engaged in the Transferred Business.

(f) “CCAA” means the *Companies’ Creditors Arrangement Act* (R.S.C., 1985, c. C-36)

(g) “CCAA Court” means the Court of King’s Bench of Alberta under Court File No. 2301-07385 with respect to the CCAA Proceeding.

(h) “CCAA Orders” means a Canadian recognition Order of the Sale Order and a Canadian vesting Order for the benefit of the Purchaser with respect to the Acquired Assets, both as granted by the CCAA Court in the CCAA Proceeding pursuant to the CCAA.

(i) “Confidentiality Agreement” means that Mutual Confidentiality and Nondisclosure Agreement, effective as of October 13, 2022, by and between Cyxtera Technologies, LLC and Cologix Canada, Inc.

(j) “Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(k) “Contract” means any written contract, indenture, note, bond, lease, license, sublease, sublicense, mortgage, agreement, guarantee, or other agreement that is legally binding upon a Person or its property (in each case, including all amendments, supplements, extensions

and other modifications and including all purchase orders, service orders, sales orders, and similar instruments).

(l) “COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

(m) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(n) “Environmental Laws” means all Laws concerning pollution, human health or safety (solely to the extent relating to exposure of any natural Person to Hazardous Materials), or protection of the environment as enacted and in effect as of the date hereof.

(o) “Estoppel Certificate” means, with respect to a Transferred Customer Contract, a document in the form attached hereto as Exhibit D.

(p) “ETA” means Part IX of the *Excise Tax Act* (Canada) (R.S.C., 1985, c. E-15).

(q) “Foreign Representative” means Cyxtera Technologies, Inc.

(r) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(s) “Governmental Authorization” means any Permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(t) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether non-U.S., federal, provincial, territorial, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court of applicable jurisdiction.

(u) “GST/HST” means the goods and services Tax and harmonized sales Tax imposed under the ETA.

(v) “Hazardous Material” means any material or substance that is defined as “hazardous” or “toxic” under Environmental Laws due to its dangerous or deleterious properties or characteristics, including petroleum products or byproducts, friable asbestos or polychlorinated biphenyls.

(w) “Knowledge of Seller”, or words of like import means the actual knowledge of Mitchell Fonseca and Victor Semah without personal Liability on the part of such individuals.

(x) “Law” means any federal, national, state, provincial, territorial, county, municipal, provincial, local, non-U.S. or multinational, statute, constitution, common law, ordinance, code, decree, Order, judgment, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body of competent jurisdiction.

(y) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller and located on any Acquired Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such Acquired Leased Real Property.

(z) “Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(aa) “Material Adverse Effect” means any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) that has a material adverse effect on the Transferred Business, the Acquired Assets, and the Assumed Liabilities, taken as whole; provided that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any Effect in, arising from or relating to general business or economic conditions affecting the industry in which the Transferred Business operates or is conducted, including Effects arising from or relating to competition or ordinary course matters and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition, and other related changes resulting from such competition; (ii) Effects in, arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including COVID-19 or the worsening thereof) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment or supplies necessary to or used in the provision of services by Seller (including any resulting inability to meet customer demands or fulfill purchase orders and any resulting breaches of Contracts); (v) Effects in, arising from, or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased

cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (vi) Effects in, arising from or relating to changes in, GAAP or the interpretation thereof; (vii) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) the compliance by any Party with the terms of this Agreement, including any action taken or refrained from being taken pursuant to or in accordance with this Agreement, or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or Purchaser's plans with respect to the Transferred Business, the Acquired Assets, or the Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules; (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Seller (or any of its assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the business of Seller; (xii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business; (xiii) the Effect of any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing thereof or any breach by Purchaser of this Agreement; (xiv) the matters set forth on the Schedules; or (xv) (A) the commencement or pendency of the Bankruptcy Cases or the CCAA Proceeding; (B) any objections in the Bankruptcy Court or the CCAA Court to (1) this Agreement or any of the Transactions, (2) the Sale Order, the CCAA Order, or the reorganization or liquidation of Seller or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or the CCAA Court or any actions or omissions of Seller in compliance therewith; provided that any adverse Effects resulting or arising from the matters described in clauses (i) through (vii) may be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to the extent, that they have a materially disproportionate adverse effect on the Transferred Business in the aggregate relative to similarly situated participants in the industries and geographic areas in which the Transferred Business operates (in which case only such incremental materially disproportionate adverse effect may be taken into account in determining whether there has been a Material Adverse Effect).

(bb) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body of competent jurisdiction, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Sale Order).

(cc) “Ordinary Course” means the ordinary and usual course of operations of the Transferred Business conducted by Seller, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases and the CCAA Proceeding and past practice in light of the current pandemic, epidemic or disease outbreak (including COVID-19); provided that any action

taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak (including COVID-19) shall be deemed to be in the ordinary course of business.

(dd) “Organizational Documents” means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(ee) “Overhead and Shared Services” means the ancillary, corporate or other shared services or processes that are provided to or used in both (i) the Transferred Business and (ii) any Excluded Assets, including services and processes relating to: travel; meeting management and entertainment; labor; office supplies (including copiers and faxes); personal telecommunications (including email); computer/telecommunications maintenance and support; software application and data hosting services; energy/utilities; procurement and supply arrangements; advertising and marketing; treasury; public relations, legal and regulatory matters; risk management (including workers’ compensation); payroll; procurement cards and travel cards; telephone/data connectivity; disaster recovery; accounting; tax; internal audit; executive management; quality control and oversight; product design and engineering; human resources and employee relations management; employee benefits; billing, credit, collections and accounts payable; property management; facility management; site security; asset management; supply chain and manufacturing; global trade compliance; and customs and excise matters.

(ff) “Permits” means all licenses, permits, registrations, certifications, agreements, authorizations, Orders, certificates, qualifications, waivers, approvals, permissions, authorizations, and exemptions pending with or issued by Governmental Bodies, in each case, that is material to the Transferred Business or the Acquired Leased Real Property.

(gg) “Permitted Encumbrances” means (i) Encumbrances for utilities and Taxes not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Acquired Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Acquired Leased Real Property as it relates to the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions, Environmental Laws and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Acquired Leased Real Property, as applicable, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis pursuant to any Assigned Contracts, (vi) such other Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, (vii) any Encumbrances set forth on Schedule 11.1(gg), and (viii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

(hh) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, organization, estate, Governmental Body or other entity or group.

(ii) “Pro Rata Portion” means, in the context of Liabilities or Taxes, the fraction of a Liability or Tax attributable to the Straddle Period, the numerator of which is the number of days between the Closing Date and the last day of the Straddle Period, inclusive, and the denominator of which is the total number of days in the Straddle Period. By way of example, if a Straddle Period is coextensive with the calendar year 2023, and the Closing Date occurred on April 10, 2023, the Pro Rata Portion would be $(265/365)$ (representing the number of days between April 10, 2023 and December 31, 2023, divided by the number of days in calendar year 2023).

(jj) “Purchaser Group” means, with respect to Purchaser, Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(kk) “PST” means the provincial sales tax imposed under the PSTA.

(ll) “PSTA” means the *Provincial Sales Tax Act* (British Columbia).

(mm) “QST” means the Quebec sales tax imposed under the QSTA.

(nn) “QSTA” means *An Act respecting the Quebec sales tax*.

(oo) “Sale Order” means an Order of the Bankruptcy Court approving the Transactions, substantially in the form attached hereto as Exhibit B, with such changes as may be reasonably acceptable to the Parties.

(pp) “Seller Parties” means Seller and its former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(qq) “Shared Contract” means any Contract to which Seller is a party and that inures to the benefit or burden of, or otherwise relates to, both (i) the Transferred Business and (ii) any other business of any Seller or any of their Subsidiaries (including any business related to the Excluded Assets).

(rr) “Shared Customer Contract” means any Contract with any customer of Seller or any of its Affiliates to which Seller or any of its Affiliates is a party, and in each case that provides for such customers to receive services from the Transferred Business as well as one or more products or services that are provided by any business or operation pertaining to the Excluded Assets.

(ss) “Straddle Period” means any taxable period that includes but does not end on the Closing Date.

(tt) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(uu) “Tax” or “Taxes” means all U.S. federal, state, local or non-U.S. taxes including any net income, gross receipts, capital stock, franchise, profits, ad valorem, value added, levies, duties, fees, imposts, import, export, withholding, social security, governmental pension, employment insurance, unemployment, disability, workers compensation, real property, personal property, business, development, occupancy, stamp, excise, occupation, PST, consumption sales, use, transfer, land transfer, conveyance, service, registration, premium, windfall or excess profits, customs, duties, licensing, surplus, alternative minimum, estimated, GST/HST, QST or other similar tax, including any interest, penalty, fines or addition thereto.

(vv) “Tax Code” means the United States Internal Revenue Code of 1986, as amended.

(ww) “Tax Return” means any return, report or similar filing (including the attached schedules) filed or required to be filed with respect to Taxes, including any information return, claim for refund, or amended return.

(xx) “Taxing Authority” means any U.S. federal, state, provincial, local or non-U.S. government, any subdivision, agency, commission or authority thereof or any quasi-governmental body exercising Tax regulatory authority.

(yy) “Transaction Agreements” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(zz) “Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

(aaa) “Transferred Business” means collectively the Transferred Montreal Business and the Transferred Vancouver Business.

(bbb) “Transferred Customer Contracts” shall mean all: (i) Contracts of Seller with customers for the provision by Seller of services solely in the Transferred Business (and not, for the avoidance of doubt, services at any location other than the Acquired Leased Real Property); and (ii) the portion of any Shared Customer Contract that provides for the delivery of services in the Transferred Business, it being understood that in no event shall those portions of any Shared Customer Contract providing for the delivery of goods and services at any location other than the Acquired Leased Real Property be considered a Transferred Customer Contract.

(ccc) “Transferred Montreal Business” means the business operations of Seller at the Cyxtera Montreal Data Center located at 3000 Renee Levesque, Montreal, Quebec.

(ddd) “Transferred Vancouver Business” means the business operations of Seller at the Cyxtera Vancouver Data Center located at 555 West Hastings Avenue, Suite 1480 and Suite 2460, Vancouver, British Columbia.

(eee) “Willful Breach” shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any document or item will be deemed “delivered,” “provided” or “made available” by Seller, within the meaning of this Agreement if such document or item is (i) delivered or provided to Purchaser or any of Purchaser’s Advisors, including by electronic means, or (ii) made available upon request, including at Seller’s offices.

(j) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(k) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(l) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(m) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

This is **Exhibit "S"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

British Columbia PPR Registrations for Cyxtera Communications Canada, ULC

Registration No. (and amendments)	529466P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	529469P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	576771P
Registration Type	PPSA Security Agreement
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Alberta PPR Registrations for Cyxtera Communications Canada, ULC

Registration No. (and amendments)	23051111749
Registration Type	Security Agreement
Registration Date	2023-May-11
Expiry	2028-May-11
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23051111815
Registration Type	Security Agreement
Registration Date	2023-May-11
Expiry	2028-May-11
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23060210406
Registration Type	Security Agreement
Registration Date	2023-Jun-02
Expiry	2028-Jun-02
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the debtor

Registration No. (and amendments)	19100919536
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Registration Type	SALE OF GOODS OR FACTORS ACT
Registration Date	2019-Oct-09
Expiry	2044-Oct-09
Debtors	CYXTERA COMMUNICATIONS CANADA, INC.
Secured Party	1. COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA 2. HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY
Collateral: Serial Number Goods	None.
Collateral: General	ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS; AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES; AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registration No. (and amendments)	22081726648
Registration Type	SECURITY AGREEMENT
Registration Date	2022-Aug-17
Expiry	2027-Aug-17

Debtors	Cyxtera Communications Canada, Inc.
Secured Party	Liberty Commercial Finance
Collateral: Serial Number Goods	None.
Collateral: General	<p>1. ALL OF THE DEBTOR'S INTERESTS IN THE FOLLOWING EQUIPMENT: 13 COMPU-AIRE CRAHS, SYSTECON PACKAGE AND GUENTNER FLUID COOLER; CONTRACT WORK INCLUDING BUT NOT LIMITED TO THE FOLLOWING: INSURANCE, PARTNERING, PROJECT MANAGEMENT, DRAWING AND DOCUMENTATION, SAFETY SIGNAGE, PROJECT SIGNAGE, FIRE PROTECTION, SECURITY, BUILDING PERMITS, INTERNET, CELLULAR, FURNITURE, COMPUTERS, ON SITE TRAILERS, SANITATION ROOMS, TOOLS, STAFF, WASTE MANAGEMENT, SDI, ALLOWANCES AND CONTINGENCIES; 1 QTY LOT: EATON 2 - TYPE 2-12" FLANGES: POW-R-WAY III: AFTERMARKET, POW-R-WAY III, 3 PHASE, 4 WIRE, 100% NEUTRAL, 2500A, UL/CSA-CERTIFICATION, 347/600V, ALUMINUM - TIN PLATED BUS, 50% INTERNAL/ISOLATED GROUND LIST OF MATERIALS 2 12 INCH FLANGES AND 2 BRIDGE JOINTS PER DRAWING DATE 6/21/21; 1 EA LOT: EATONINDU 1 - TYPE CD-D1: P4L3C12-36 1200A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 1200A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X- SPACE: 28X, REMAINING X-SPACE: 28X, MAX X-SPACE FOR BRANCH DEVICES: 36X 1 - TYPE CD-D1: SPRINKLERPROOF ENCLOSURE: SP3890P 1 - TYPE CD-D2: P4L3C12-36 1200A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 1200A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 28X, REMAINING X-SPACE: 28X, MAX X-SPACE FOR BRANCH DEVICES: 36X 1 – TYPE CD-D2: SPRINKLERPROOF ENCLOSURE: SP3873P;</p> <p>2. 1 EA LOT: EATONINDU 1 - TYPE MP-D1: P4L3C4-28 400A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 400A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 9X, REMAINING X-SPACE: 9X, MAX X-SPACE FOR BRANCH DEVICES: 28X 1 - TYPE DP-D1: P4L3C4-28; 1 EA LOT: EATONINDU 1 - TYPE MP-D2: P4L3C4-28 400A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 400 A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X- SPACE: 9X, REMAINING X-SPACE: 9X, MAX X-SPACE FOR BRANCH DEVICES: 28X 1 - TYPE MP-D1/D2: P4L3C2-28 250A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 250A, MAIN LUGS ONLY (BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 21X, REMAINING X-SPACE: 21X, MAX X-SPACE FOR BRANCH DEVICES:28X 1 - TYPE MP-D2/D1: P4L3C2-28 250A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 250A, MAIN LUGS ONLY (BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 21X, REMAINING X-SPACE: 21X, MAX X-SPACE FOR BRANCH DEVICES: 28X 1 - TYPE MP-D1/D2-2: P4L3C2-28 250A, FULLY RATED, 600V 3PH 3W, SILVER PLATED COPPER BUS, 65KAIC, 250A, MAIN LUGS ONLY(BOTTOM FED), SURFACE MOUNTED USED X-SPACE: 21X, REMAINING X-SPACE: 21X, MAX X-SPACE FOR BRANCH DEVICES: 28X; 1 EA LOT: EATONINDU 1 - TYPE TSB-D: CANADIAN</p>

	<p>POW-R-LINE C, FRONT ACCESS/ FRONT AND REAR ALIGN, SPRINKLERPROOF, 600V 3-PHASE 3-WIRE, 2500SILVER FLASHED COPPER, MINIMUM INTERRUPTING RATING: 65KA, BUS BRACING RATING: 65KA; 1 EA LOT: EATONINDU 1 - TYPE PSB-D1: CANADIAN POW-R-LINE C, FRONT ACCESS/ FRONT AND REAR ALIGN, SPRINKLERPROOF, 600V 3-PHASE 3-WIRE, 2500SILVER FLASHED COPPER, MINIMUM INTERRUPTING RATING: 65KA, BUS BRACING RATING: 65KA;</p> <p>3. 1 EA LOT: EATONINDU 1 - TYPE PSB-D2: CANADIAN POW-R-LINE C, FRONT ACCESS/ FRONT AND REAR ALIGN, SPRINKLERPROOF, 600V 3-PHASE 3-WIRE, 2500SILVER FLASHED COPPER, MINIMUM INTERRUPTING RATING: 65KA, BUS BRACING RATING: 65KA; 1 EA 2500 KVA 3 PHASE SUBSTATION TRANSFORMER; 1 EA 2500 KVA 3 PHASE SUBSTATION TRANSFORMER; 1 EA PDU; 4 QTY W5X24ONBH ACTIVITY NUMBER: WO-08899664 REPAIR</p> <p>ASSET PRODUCT SKU: E8TUPS555#2064508 ASSET SERIAL NUMBER: S14-10003; ACTIVITY NUMBER: WO-08988650 REPAIR CLOSE DATE: 22-NOV-21 ASSET PRODUCT SKU: E8TUPS555#2064508 ASSET SERIAL NUMBER: S14-10003 1 QTY 0J-98-18323-03 RELAY PHASE FAILURE & UV 600V; 1 QTY BCPMA042S HDBPM, BRPWR, 3/4IN, 2X21 -100A,4 MCT, PVT-S4, INCLUDING ALL ADDITIONS, ACCESSIONS, AND ATTACHMENTS THERETO, AND ALL SUBSTITUTIONS AND REPLACEMENTS THEREOF.</p> <p>PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.</p>
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Ontario PPR Registrations for Cyxtera Communications Canada, ULC

Registration No. (and amendments)	20230511 1146 1590 3070
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicles

Registration No. (and amendments)	20230511 1159 1590 3079
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicles

Registration No. (and amendments)	20230602 1117 1590 6100
Registration Type	PPSA
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicles

Quebec PPR Registrations for Cyxtera Communications Canada, ULC

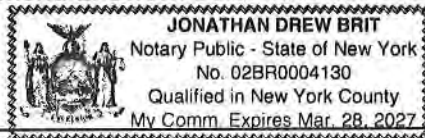
Registration No. (and amendments)	2307424770001
Registration Date	June 26, 2023
Expiry	June 22, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celleci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celleci en cette capacité;</p>

Registration No. (and amendments)	2305539200001
Registration Date	May 12, 2023
Expiry	May 12, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	Wilmington Savings Fund Society, FSB
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>"Acte" signifie l'acte d'hypothèque mentionné à la section "Référence à l'acte constitutif";</p> <p>"Constituant" désigne CYXTERA COMMUNICATIONS CANADA, ULC, et comprend tout successeur ou cessionnaire autorisé de celleci;</p> <p>"Titulaire" désigne WILMINGTON SAVINGS FUND SOCIETY, FSB, en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celleci en cette capacité;</p>

	Québec, et comprend tout successeur ou cessionnaire de celleci en cette capacité;
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Registration No. (and amendments)	2305526260001
Registration Date	May 11, 2023
Expiry	May 11, 2033
Debtors	Cyxtera Communications Canada, ULC
Secured Party	CITIBANK, N.A.
Collateral: Serial Number Goods	None.
Collateral: General	<p>L'universalité des biens meubles du Constituant, corporels et incorporels, présents et à venir, de quelque nature qu'ils soient et où qu'ils puissent être situés.</p> <p>Définitions:</p> <p>« Constituant » désigne Cyxtera Communications Canada, ULC, et comprend tout successeur ou cessionnaire autorisé de celleci;</p> <p>« Titulaire » désigne Citibank, N.A., en sa qualité de fondé de pouvoir au sens de l'article 2692 du Code Civil du Québec, et comprend tout successeur ou cessionnaire de celleci en cette capacité.</p>

This is **Exhibit "T"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

British Columbia PPR Registrations for Cyxtera Communications TRS, ULC

Registration No. (and amendments)	529468P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor.

Registration No. (and amendments)	529471P
Registration Type	PPSA Security Agreement
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor.

Registration No. (and amendments)	576772P
Registration Type	PPSA Security Agreement
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor.

Alberta PPR Registrations for Cyxtera Communications TRS, ULC

Registration No. (and amendments)	23051111763
Registration Type	Security Agreement
Registration Date	2023-May-11
Expiry	2028-May-11
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23051111783
Registration Type	Security Agreement
Registration Date	2023-May-11
Expiry	2028-May-11
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All present and after-acquired personal property of the Debtor

Registration No. (and amendments)	23060210395
Registration Type	Security Agreement
Registration Date	2023-Jun-02
Expiry	2028-Jun-02
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	All Present And After-Acquired Personal Property Of The Debtor

Ontario PPR Registrations for Cyxtera Canada TRS, ULC

Registration No. (and amendments)	20230511 1146 1590 3071
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Citibank, N.A., As Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicle

Registration No. (and amendments)	20230511 1200 1590 3080
Registration Type	PPSA
Registration Date	May 11, 2023
Expiry	May 11, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicle

Registration No. (and amendments)	20230602 1118 1590 6101
Registration Type	PPSA
Registration Date	June 2, 2023
Expiry	June 2, 2028
Debtors	Cyxtera Canada TRS, ULC
Secured Party	Wilmington Savings Fund Society, FSB, As Collateral Agent
Collateral: Serial Number Goods	None.
Collateral: General	Inventory, equipment, accounts, other, motor vehicle

This is **Exhibit "U"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C. (admitted *pro hac vice*)

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fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and Debtors in
Possession*

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹



Order Filed on June 29, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

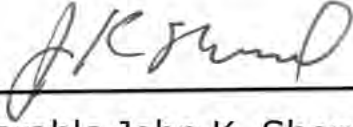


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**ORDER (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT OR ASSUME EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through thirteen (13), is
ORDERED.

DATED: June 29, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

Upon the *Debtors' Motion For Entry of an Order (I) Authorizing And Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing and approving the Contract Procedures for rejecting or assuming executory contracts and unexpired leases, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); 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 sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances 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 establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.

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

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

2. The following Rejection Procedures are approved in connection with rejecting Contracts:

- a. ***Rejection Notice.*** The Debtors shall file a notice substantially in the form attached hereto as Exhibit 1 (the “Rejection Notice”) indicating the Debtors’ intent to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract or Contracts to be rejected; (ii) the names and addresses of the counterparties to such Contract(s) (each a “Rejection Counterparty”); (iii) the proposed effective date of rejection for each such Contract(s) (each, the “Rejection Date”); (iv) if any such Contract is a lease, the personal property to be abandoned (the “Abandoned Property”); (v) with respect to real property, any known third party having an interest in any remaining property, including personal property, furniture, fixtures, and equipment, located at the leased premises; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100. Further, the Rejection Notice shall include the proposed form of order (the “Rejection Order”) approving the rejection of the Contracts, which shall be substantially in the form of Exhibit 1-A to the Rejection Notice. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.
- b. ***Service of the Rejection Notice.*** The Debtors will cause each Rejection Notice to be served: (i) by overnight delivery service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and by email upon such Rejection Counterparty’s counsel, if known) and all parties who may have any interest in any Abandoned Property (if known); and (ii) by first class mail, email, or fax, upon (A) the office of the United States Trustee for the District of New Jersey, Attn: David Gerardi; (B) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (C) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc First Lien Group of the Debtors’ prepetition term loan facilities; (D) the agents under each of the Debtors’ prepetition secured credit facilities and counsel thereto; (E) the office of the attorney general for each of the states in which the Debtors operate; (F) the United States Attorney’s Office for the District of New Jersey; (G) the Securities and Exchange Commission; (H) the Internal Revenue Service; (I) the monitor in the CCAA proceeding and counsel thereto; and (J) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Master Notice Parties”).

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

- c. ***Objection Procedures.*** Parties objecting to a proposed rejection must file and serve a written objection¹ so that such objection is filed with this Court on the docket of the Debtors' chapter 11 cases no later than ten (10) days after the date the Debtors file and serve the relevant Rejection Notice (the "Rejection Objection Deadline") and promptly serve such objection on the following parties (collectively, the "Objection Service Parties"): (i) the Debtors, Cyxtera Technologies, Inc., 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134; (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Christopher Marcus, P.C. and Derek I. Hunter, and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (iii) Office of The United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: David Gerardi; and (iv) proposed counsel to the Official Committee of Unsecured Creditors (the "Committee"), Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Bradford J. Sandler, Esq., Robert J. Feinstein, Esq., and Paul J. Labov, Esq.
- d. ***No Objection Timely Filed.*** If no objection to the rejection of any Contract is timely filed, the Debtors shall file a Rejection Order under a certificate of no objection. Each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided, however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.
- e. ***Unresolved Timely Objections.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. Such

¹ An objection to the rejection of any particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is not withdrawn, upon further order of the Court and shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty agree, or as ordered by the Court.

- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to a Rejection Notice at any time prior to the Rejection Date; *provided* that the Debtors shall not remove any Contract from the schedule to a Rejection Notice if they have relinquished control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises as described above and (a) turn over keys, key codes, and security codes, if any, to the affected landlord or (b) notify the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.
- g. ***No Application of Security Deposits.*** If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.
- h. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract; *provided, however*, that (i) nothing shall modify any requirement under applicable law with respect to removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises, (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment, and (iii) within three (3) business days of filing a Rejection Notice, the Debtors will make reasonable efforts to contact any third parties that may be known to the Debtors to have a property interest in the Abandoned Property and ask such third parties to remove or cause to be removed personal property, if any, from the premises prior to the Rejection Date. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. After the Rejection Date, Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition; *provided* that applicable state law shall govern any rights of the Landlord and any party claiming an interest in any abandoned personal property.

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

3. The following Assumption Procedures are approved in connection with assuming and assuming and assigning Contracts:

- a. ***Assumption Notice.*** The Debtors shall file a notice substantially in the form attached hereto as Exhibit 2 (the “Assumption Notice”) indicating the Debtors’ intent to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which shall set forth, among other things: (i) the Contract or Contracts to be assumed; (ii) the names and addresses of the counterparties to such Contracts (each an “Assumption Counterparty”); (iii) the identity of the proposed assignee of such Contracts (the “Assignee”), if applicable; (iv) the effective date of the assumption for each such Contract (the “Assumption Date”); (v) the proposed cure amount, if any for each such Contract; (vi) a description of any material amendments to the Contract made outside of the ordinary course of business; and (vii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Assumption Notice shall be limited to no more than 100. Further, the Assumption Notice shall include the proposed form of order (the “Assumption Order”) approving the rejection of the Contracts, which shall be substantially in the form of Exhibit 2-A to the Assumption Notice. No Contract shall be deemed assumed absent entry of an applicable Assumption Order.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

- b. ***Service of the Assumption Notice and Evidence of Adequate Assurance.*** The Debtors will cause the Assumption Notice to be served (i) by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice and each Assignee, if applicable, at the address set forth in the notice provision of the applicable Contract (and by email upon the Assumption Counterparties' counsel, if known) and (ii) by first class mail, email, or fax upon the Master Notice Parties. To the extent the Debtors seek to assume and assign a Contract, if requested by the Assumption Counterparty or counsel thereto, the Debtors will cause evidence of adequate assurance of future performance to be served as soon as reasonably practicable upon the Assumption Counterparties affected by the Assumption Notice at the address set forth in the notice provision of the applicable Contract (and upon the Assumption Counterparties' counsel, if known, by electronic mail).
- c. ***Objection Procedures.*** Parties objecting to a proposed assumption or assumption and assignment (including as to the cure amount), as applicable, of a Contract must file and serve a written objection² so that such objection is filed with this Court and actually received by the Objection Service Parties no later than ten (10) days after the date the Debtors file and serve the relevant Assumption Notice and promptly serve such objection on the Objection Service Parties.
- d. ***No Objection.*** If no objection to the assumption of any Contract is timely filed, the Debtors shall file an Assumption Order under a certificate of no objection. Each Contract shall be assumed as of the Assumption Date set forth in the applicable Assumption Notice or such other date as the Debtors and the applicable Assumption Counterparties agree and the proposed cure amount shall be binding on all counterparties to such Contract and no amount in excess thereof shall be paid for cure purposes.
- e. ***Unresolved Timely Objections.*** If an objection to an Assumption Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least ten (10) days' notice of such hearing to the applicable Assumption Counterparty and the other Objection Service Parties. Such Contract will only be deemed assumed upon entry by the Court of a consensual form of Assumption Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is not withdrawn, upon further order of the Court and shall be assumed as of the Assumption Date set forth in the Assumption Notice or

² An objection to the assumption of any particular Contract listed on an Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on such Assumption Notice.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

such other date to which the Debtors and the counterparty to such Contract have agreed, or as ordered by the Court.

- f. ***Removal from Schedule.*** The Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

4. With regard to Contracts to be assigned, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) (but only in connection with the assignment by the Debtor to the Assignee)), *provided, however*, that any such assignment shall not be free and clear of any accrued but unbilled or not due rent and charges under a lease of non-residential real property including adjustments, reconciliations and indemnity obligations, liability for which shall be assumed by the Debtors or the applicable Assignee, as agreed by and among the Debtors and the applicable Assignee; and (b) constitutes a legal, valid, and effective transfer of such Contract(s) and vests the

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

applicable Assignee with all rights, titles, and interests to the applicable Contracts.³ For the avoidance of doubt, all provisions of the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

5. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to any Assignees the applicable Contracts, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract.

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

7. The Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

8. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in an Assumption Notice.

³ Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve all rights with respect to the enforceability of such provisions.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

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

10. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume or adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors, or any other party in interest's claims, causes of action or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, or adoption of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors'

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

11. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained, hereunder herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order").

12. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is expired or terminated and is no longer an executory contract or unexpired lease, respectively.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the Rejection Notices, and the Assumption Notices.

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

15. 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.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief

16. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

Exhibit 1

Proposed Rejection Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**NOTICE OF REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [_____], 2023 the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection, assumption, or assumption and assignment of executory contracts and unexpired leases and granting related relief [Docket No. ____] (the “Procedures Order”) attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ chapter 11 cases no later than ten (10) days after the date that the Debtors served this Notice and promptly serve such objection on the following parties: (i) the Debtors, Cyxtera Technologies, Inc., 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134; (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Christopher Marcus, P.C. and Derek I. Hunter, and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (iii) Office of The United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100,

² Capitalized terms used and not otherwise defined herein have the meaning given to them in the Motion.

Newark, New Jersey 07102, Attn: David Gerardi; and (iv) proposed counsel to the Official Committee of Unsecured Creditors (the “Committee”), Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Bradford J. Sandler, Esq., Robert J. Feinstein, Esq., and Paul J. Labov, Esq. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.³

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

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

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

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

PLEASE TAKE FURTHER NOTICE that to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) 30 days after the later of (i) the date of entry of the order approving rejection of the applicable Contract and (ii) the Rejection Date. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: [____], 2023

/s/ *DRAFT*

COLE SCHOTZ P.C.

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

Schedule 1

Procedures Order

Schedule 2

Rejected Contracts

Rejection Counterparty	Description of Contract¹	Abandoned Property	Rejection Date

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Exhibit 1-A

Proposed Rejection Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**[NUMBER] ORDER APPROVING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kcellc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

The relief set forth on the following pages, numbered three (3) through five (5), is
ORDERED.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: [Number] Order (I) Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)¹ [Docket No.____] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the Rejection Schedule, attached hereto as **Exhibit 1**, in accordance with the terms of the Procedures Order; and no timely objections have been filed to the Rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the Rejection Date

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

(Page | 4)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: [Number] Order (I) Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

listed on Exhibit 1 or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided, however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract; *provided, however*, that (i) nothing shall modify any requirement under applicable law with respect to removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises, (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment, and (iii) within three (3) business days of filing a Rejection Notice, the Debtors will make reasonable efforts to contact any third parties that may be known to the Debtors to have a property interest in the Abandoned Property and ask such third parties to remove or cause to be removed personal property, if any, from the premises prior to the Rejection Date. The Debtors shall generally describe the property in the Rejection Notice and their intent to abandon such property. Absent a timely objection, any and all property located on the Debtors' leased

(Page | 5)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: [Number] Order (I) Approving the Rejection of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. After the Rejection Date, Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition; *provided* that applicable state law shall govern any rights of the Landlord and any party claiming an interest in any abandoned personal property.

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

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

Exhibit 2

Proposed Assumption Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**NOTICE OF ASSUMPTION OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.

PLEASE TAKE NOTICE that on [_____], 2023 the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order entered an order on the motion (the “Motion”)¹ of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection, assumption, or assumption and assignment of executory contracts and unexpired leases and granting related relief [Docket No. ____] (the “Procedures Order”) attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order and by this written notice (this “Assumption Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby assumed or assumed and assigned, as applicable, effective as of the date (the “Assumption Date”) set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

PLEASE TAKE FURTHER NOTICE that the Debtor or Assignee, as applicable, has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract,² thereby demonstrating that the Debtor or Assignee, as applicable, has the ability to comply with the requirements of adequate assurance of future performance.³

¹ Capitalized terms used and not otherwise defined herein have the meaning given to them in the Motion.

² To the extent the Debtors seek to assume and assign a lease of non-residential real property, the Debtors will cause evidence of adequate assurance of future performance to be served with the Assumption Notice by overnight delivery upon the Assumption Counterparties affected by the Assumption Notice.

³ The Debtors shall serve the counterparty to the Contract with evidence of adequate assurance upon such counterparty’s written request to Debtors’ counsel.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the proposed assumption or assumption and assignment of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors' chapter 11 cases no later than ten (10) days after the date that the Debtors served this Notice and promptly serve such objection on the following parties: (i) the Debtors, Cyxtera Technologies, Inc., 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134; (ii) proposed co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Christopher Marcus, P.C. and Derek I. Hunter, and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (iii) Office of The United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: David Gerardi; and (iv) proposed counsel to the Official Committee of Unsecured Creditors (the "Committee"), Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017, Attn: Bradford J. Sandler, Esq., Robert J. Feinstein, Esq., and Paul J. Labov, Esq. Only those responses that are timely filed, served, and received will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the assumption of each Contract shall become effective on the applicable Assumption Date set forth in **Schedule 2** attached hereto, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.⁴

⁴ An objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice shall not constitute an objection to the assumption of any other contract or lease listed in this Assumption Notice. Any objection to the assumption of any particular Contract or cure amount listed in this Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Procedures Order.

PLEASE TAKE FURTHER NOTICE that, the proposed cure amount under the Contract is set forth in **Schedule 2** attached hereto. If a written objection to the proposed cure amount is not timely filed, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be assumed as of the Assumption Date set forth in **Schedule 2** attached hereto or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

Dated: [____], 2023

/s/ *DRAFT*

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
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KIRKLAND & ELLIS LLP

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derek.hunter@kirkland.com

*Proposed Co-Counsel for Debtors and
Debtors in Possession*

Schedule 1

Procedures Order

Schedule 2

Assumed Contracts

Assumption Counterparty	Description of Contract¹	Cure Amount	Assumption Date

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Exhibit 2-A

Proposed Assumption Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

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fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**[NUMBER] ORDER APPROVING THE ASSUMPTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kcellc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

The relief set forth on the following pages, numbered three (3) through four (4), is
ORDERED.

(Page | 3)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: [Number] Order (I) Approving the Assumption of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)¹ [Docket No.____] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served an Assumption Notice on each applicable party as set forth in the Assumption Schedule, attached hereto as **Exhibit 1**, in accordance with the terms of the Procedures Order; and no timely objections have been filed to the Assumption of such Contracts; and due and proper notice of the Procedures Order and the Assumption Notice having been provided to each applicable Assumption Counterparty as set forth in the Assumption Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

(Page | 4)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: [Number] Order (I) Approving the Assumption of Certain Executory Contracts and/or Unexpired Leases and the Abandonment of Certain Personal Property, If Any

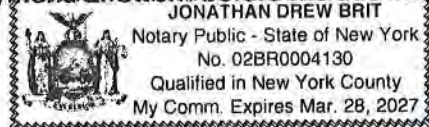
1. The Assumption Schedule attached hereto as **Exhibit 1** are assumed under section 365 of the Bankruptcy Code effective as of the later of the Assumption Date listed on Exhibit 1 or such other date as the Debtors and the applicable Assumption Counterparty agrees.

2. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

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

This is **Exhibit "V"** referred to in the Affidavit of

~~Raymond Li Sworn before me this 17th~~ day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C. (admitted *pro hac vice*)

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fyudkin@coleschotz.com

Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹



**Order Filed on October 25, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey**

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

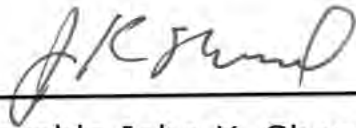


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SIXTH INTERIM ORDER
(I) AUTHORIZING THE DEBTORS TO
(A) CONTINUE USING THE CASH MANAGEMENT SYSTEM,
(B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED
THERE TO, (C) MAINTAIN EXISTING DEBTOR BANK ACCOUNTS,
BUSINESS FORMS, AND BOOKS AND RECORDS, AND (D) CONTINUE
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through eighteen (18), is
ORDERED.

DATED: October 25, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

(Page | 3)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief* (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Sixth Interim Order") (a) authorizing, but not directing, the Debtors to (i) continue using the Cash Management System, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Debtor Bank Accounts, Business Forms, and Books and Records, and (iv) continue Intercompany Transactions and funding consistent with the Debtors' historical practices, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need

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

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

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 establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. The Final Hearing on the Motion will be held on **December 12, 2023, at 2:00 p.m. (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtors’ proposed counsel on or before **December 5, 2023, at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. The Debtors are authorized, on an interim basis, but not directed, to: (a) continue using the Cash Management System, substantially as identified on **Exhibit 1** attached hereto and honor any prepetition obligations related to the use thereof; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors’ status as debtors in possession and continue using, in their present form, the Books and Records; (c) continue to perform Intercompany Transactions in the ordinary course of business and on the same terms and consistent with past practice (including with respect to transaction amounts); *provided* that the Debtors are not authorized to undertake any Intercompany Transactions or incur any Intercompany Claims prohibited or restricted by the terms of the

(Page | 5)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

Final DIP Order (as defined herein); *provided further* that the Debtors are authorized to continue to perform Intercompany Transactions in connection with the Receivables Program; (d) maintain all of their existing Debtor Bank Accounts, including, but not limited to, the Debtor Bank Accounts identified on Exhibit C attached to the Motion, in the names and with the account numbers existing immediately before the Petition Date, without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines (to the extent applicable); (e) treat the Debtor Bank Accounts for all purposes as debtor in possession accounts; (f) deposit funds in and withdraw funds from the Debtor Bank Accounts in the ordinary course and by all means, including checks, wire transfers, ACH transfers, and other debits or electronic means; and (g) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Debtor Bank Accounts, and to otherwise perform their obligations under the documents governing the Debtor Bank Accounts. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtors in Possession" and the corresponding bankruptcy case number on all checks. Further, within fourteen (14) days of the entry of this Sixth Interim Order, the Debtors will update any electronically produced checks to reflect their status as debtors-in-possession and to include the corresponding bankruptcy number.

4. The Cash Management Banks are authorized to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business consistent with historical practices, and to

(Page | 6)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Sixth Interim Order.

5. The Cash Management Banks are authorized to debit the Debtors' accounts in the ordinary course of business, consistent with historical practices, without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Cash Management 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 Debtors' accounts with such Cash Management 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 Debtor was responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

6. Any existing deposit agreements between or among the Debtors, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and

(Page | 7)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with historical practices, including, without limitation, the opening and closing of bank accounts, but in all events subject to the terms and conditions of this Sixth Interim Order; *provided* that the Debtors shall not make any material changes to the Cash Management System without obtaining the prior written consent of the Ad Hoc First Lien Group and the Official Committee of Unsecured Creditors appointed in these chapter 11 cases (the “Committee”); *provided, further*, that the Debtors may seek authority from the Court to make any material changes to the Cash Management System absent consent of the Ad Hoc First Lien Group or the Committee.

7. Notwithstanding anything to the contrary in paragraph 9 hereof, if any Debtor Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or the U.S. Trustee Guidelines, the Debtors shall have until a date that is thirty (30) days from the entry of this Sixth Interim Order or such longer time as agreed with the U.S. Trustee, without prejudice to seeking additional extensions, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee’s requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The U.S. Trustee’s and the Debtors’ rights to seek further relief from this Court on notice in the event that the aforementioned Cash Management Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved. The Debtors may obtain a

(Page | 8)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

further extension of the thirty (30) day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

8. For the Cash Management Banks at which the Debtors hold Debtor Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee for the District of New Jersey, within fifteen (15) days of the date of entry of this Sixth Interim Order, the Debtors shall (a) contact such bank, (b) provide such bank with each of the Debtors' employer identification numbers, and (c) identify each of their Debtor Bank Accounts held at such bank as being held by a debtor in possession in the Debtors' bankruptcy cases.

9. Pending entry of a final order, the Debtors shall be granted a limited waiver of the Debtors' compliance with the deposit and investment guidelines set forth in section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines on the basis that the Debtors have confirmed that: (i) the Debtors control four Debtor Banks Accounts within Canada (the "Canadian Accounts") which are insured by the Canadian Deposit Insurance Corporation (the "CDIC"); (ii) the Debtors opened a new UDA-compliant Debtor Bank Account at BoA maintained by Debtor Cyxtera Communications Canada, ULC (the "New Account"); (iii) the Canadian Court has entered an order in the Canadian Proceeding (each as defined in the *Debtors' Motion for Entry of Order (I) Authorizing Cyxtera Technologies, Inc. to Act as Foreign Representative, and (II) Granting Related Relief* [Docket No. 14]) authorizing the movement of excess funds from the Canadian Accounts to the New Account; (iv) the total balance of the Canadian Accounts does not exceed \$750,000 plus the outstanding amount of the Debtors' Canadian restructuring costs in the

(Page | 9)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

aggregate, which is the minimum amount deemed necessary to fund the Debtors' operations in Canada; and (v) any balances maintained in the Canadian Accounts in excess of \$750,000 plus the outstanding amount of the Debtors' Canadian restructuring costs in the aggregate will be swept on at least a weekly basis to the New Account; *provided* that (i) the balances in the Canadian Accounts shall at all times be sufficient to pay the Debtors' restructuring costs in Canada and (ii) the Debtors, with the consent of the U.S. Trustee for the District of New Jersey, may increase or decrease the allowed total aggregate balance maintained in the Canadian Accounts due to their reasonable business needs, including but not limited to, funding the Debtors' operations and restructuring costs in Canada. Notwithstanding the foregoing, the U.S. Trustee for the District of New Jersey reserves its rights to seek further relief from this Court with respect to the Debtors' compliance with section 345(b) of the Bankruptcy Code or the U.S. Trustee Guidelines.

10. The Cash Management Banks are authorized to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession, without interruption, consistent with historical practices and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds and consistent with the Final DIP Order and the Final Receivables Order (as defined herein), any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. Those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the

(Page | 10)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to offset or charge-back rights with respect to return items, shall remain in full force and effect.

11. Subject to the terms hereof, the Debtors are authorized, but not directed, in the ordinary course of business consistent with historical practices, to implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, opening any new bank accounts or closing any existing Debtor Bank Accounts and entering into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors shall not make any material changes to the Cash Management System without obtaining the prior written consent of the Ad Hoc First Lien Group and the Committee; *provided, further*, that the Debtors may seek authority from the Court to make any material changes to the Cash Management System absent consent of the Ad Hoc First Lien Group or the Committee; *provided further* that the Debtors provide reasonable prior notice, but in no event less than five (5) days, to the U.S. Trustee for the District of New Jersey, counsel to the Committee, and counsel to the Ad Hoc First Lien Group of the opening or closing of such Debtor Bank Accounts or entry into a deposit control agreement. Any new bank account opened by the Debtors shall be established at an institution that is (a) a party to a Uniform Depository Agreement with the U.S. Trustee for the District of New Jersey or is willing to immediately execute a Uniform Depository Agreement, and (b) bound by the terms of this Sixth Interim Order. The Debtors shall give notice to the U.S. Trustee for the District of New

(Page | 11)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

Jersey within fifteen (15) days after opening any new bank account or closing any existing Debtor Bank Accounts. The relief granted in this Sixth Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a “Debtor Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Cash Management Bank.”

12. All banks maintaining any of the Debtor Bank Accounts that are provided with notice of this Sixth Interim Order shall not honor or pay any bank payments drawn on the listed Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Debtor Bank Accounts.

13. The Cash Management Banks are authorized, without further order of this Court, to deduct any applicable fees from the applicable Debtor Bank Accounts in the ordinary course of business consistent with historical practices, and the automatic stay is modified to the extent necessary to allow the Cash Management Banks to effectuate such setoffs.

14. The Cash Management Banks are authorized, without further order of this Court, to charge back to 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, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers; *provided* that, should such a charge back

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

occur, the Debtors must provide written notice to the Ad Hoc First Lien Group and the Committee (email is sufficient) within five (5) business days, providing reasonable information relating to the charge back, including but not limited to, the amount of the charge back, the reason for the original payment, and the identity of the party that was to receive the payment, and detailing any fees and expenses charged to the Debtors as a result of the charge back.

15. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Sixth Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Sixth Interim Order.

16. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Debtor Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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17. The Debtors are authorized, but not directed, to issue Credit Cards pursuant to the Credit Card Programs, subject to any terms and conditions thereof, and to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis, including, without limitation, making payments on account of charges that were made under the Credit Card Programs both prior to and after the Petition Date, subject to the limitations of this Sixth Interim Order and any other applicable interim and/or final orders of this Court.

18. The Debtors are authorized, but not directed, to enter into, engage in, and satisfy any payments in connection with the Intercompany Transactions, including those related to transfers to/from the Receivables Accounts and the Receivables Program Cash Collateral Account for cash collateralization and Intercompany Transactions with non-Debtor affiliates, and to take any actions related thereto, in each case on the same terms as (including with respect to amount), in the ordinary course and consistent with past practice. The Debtors shall disclose to the Ad Hoc First Lien Group and the Committee (i) any intercompany equity contributions and/or loans by and among the Debtors and non-Debtor affiliates and (ii) any Intercompany Transaction involving cash payments to non-Debtor affiliates greater than \$100,000; *provided* that the foregoing sentence does not apply to any Intercompany Transaction approved pursuant to the Final Receivables Order.

19. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions (including with respect to “netting” or setoffs) in connection with the Cash Management System in the ordinary course of business on a postpetition basis, including transfers to/from the Receivables Accounts and the Receivables Program Cash Collateral Account

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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for cash collateralization and Intercompany Transactions with non-Debtor affiliates, in a manner consistent with the Debtors' past practice. For the avoidance of doubt, the Debtors are also authorized to continue Intercompany Transactions arising from or related to the operation of their business, including Intercompany Transactions with non-Debtor affiliates to the extent ordinary course and consistent with past practice (including with respect to amount). The Debtors shall disclose to the Ad Hoc First Lien Group and the Committee any Intercompany Transaction involving cash payments to non-Debtor affiliates greater than \$100,000; *provided* that the foregoing sentence does not apply to any Intercompany Transaction approved pursuant to the Final Receivables Order.

20. The Debtors shall maintain accurate and detailed Records of all Intercompany Transactions and the payment of Intercompany Claims, to the same extent maintained by the Debtors before the Petition Date, so that all transactions may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status. In addition, the Debtors shall maintain a matrix capturing all Intercompany Transactions and payments of Intercompany Claims by and amongst the Debtors and non-Debtors on a postpetition basis that includes (1) the parties to the transaction; (2) the amount; (3) the reason for the payment; (4) the date of the transaction; and (5) whether the Intercompany Transaction is (a) a loan, including whether the loan is documented and the terms of such loan (and, if the loan is documented, a copy of the loan agreement) or (b) an equity contribution. The Debtors shall

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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promptly provide access to such Books and Records and the matrix to the Ad Hoc First Lien Group and the Committee upon reasonable request.

21. All postpetition payments from a Debtor to another Debtor or non-Debtor under any postpetition Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code; *provided* that any such administrative expense status claim shall be junior and subordinate to the Carve Out and approved superpriority administrative expense claims provided for in any order, including the Final DIP Order and the Final Receivables Order.

22. Nothing contained in the Motion or this Sixth Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

23. Notwithstanding the relief granted in this Sixth Interim Order and any actions taken pursuant to such relief, nothing in this Sixth Interim Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type

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Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

specified or defined in this Sixth Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Sixth Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

24. The Debtors are authorized, but not directed, 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

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Sixth Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Debtor Bank Accounts, Business Forms, and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief

owed in connection with the relief granted herein and to the extent authorized by this Sixth Interim Order.

25. Notwithstanding anything to the contrary contained in the Motion or this Sixth Interim Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of (a) the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297] (the “Final DIP Order”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof and (b) the *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* [Docket No. 295] (the “Final Receivables Order”). Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Final DIP Order or the Final Receivables Order.

26. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors’

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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designation of any particular check or electronic payment request as approved by this Sixth Interim Order.

27. Nothing in this Sixth Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

28. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

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

30. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Sixth Interim Order shall be effective and enforceable immediately upon entry hereof.

31. 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.

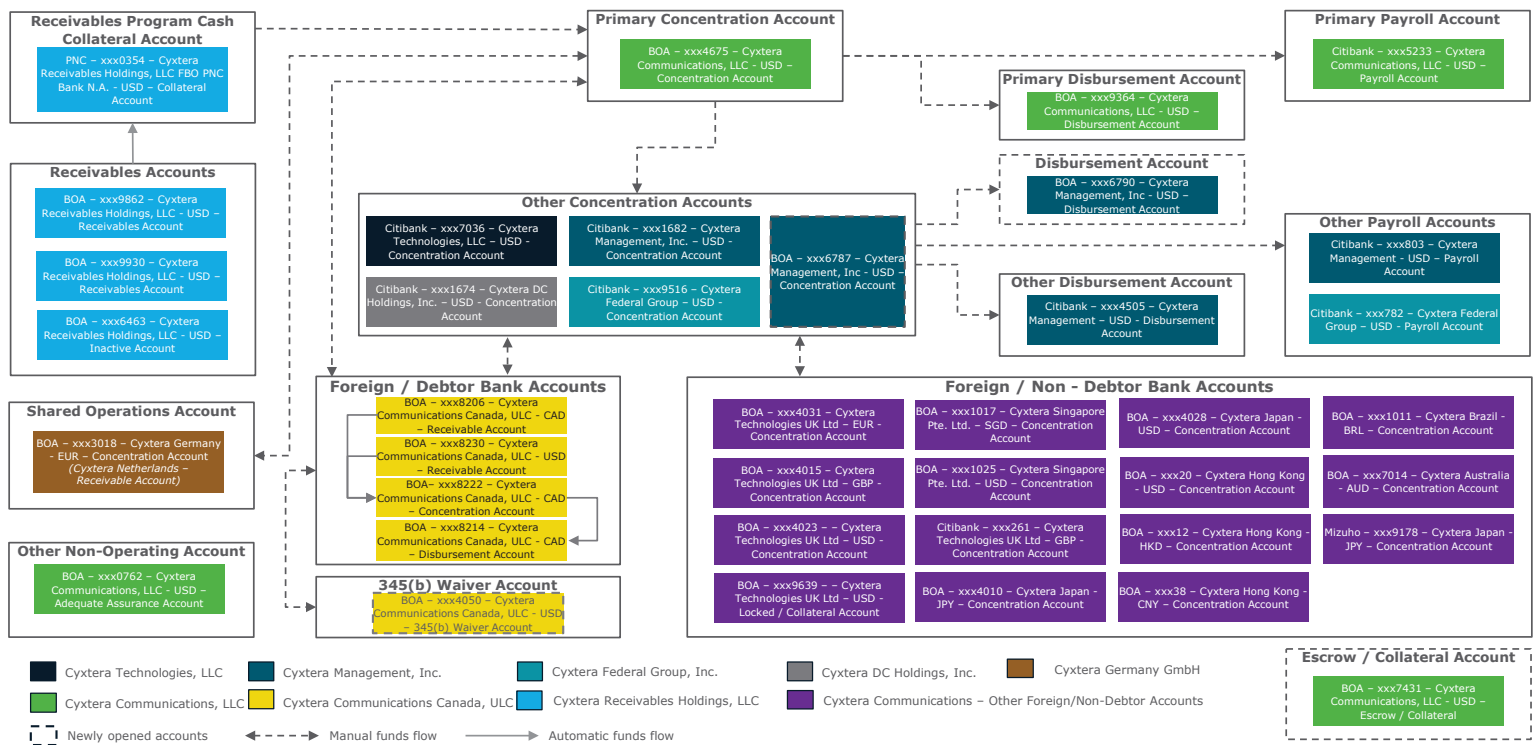
32. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

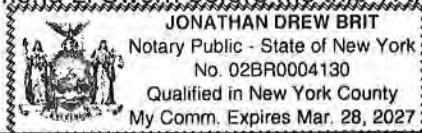
Exhibit 1

Cash Management System Schematic

Cyxtera – Illustrative Cash Management Schematic



This is **Exhibit "W"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹



Order Filed on June 29, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**ORDER (I) APPROVING THE
BIDDING PROCEDURES AND AUCTION, (II) APPROVING
STALKING HORSE BID PROTECTIONS, (III) SCHEDULING**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

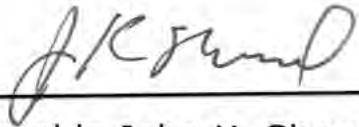


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BID DEADLINES AND AN AUCTION, (IV) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (V) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through and including thirteen (13), is **ORDERED**.

DATED: June 29, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief

Upon the *Motion For Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* (the “Motion”),² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order (this “Order”) (a) authorizing and approving the proposed marketing, auction, and bidding procedures attached hereto as **Exhibit 1** to the Order (the “Bidding Procedures”), by which the Debtors will solicit and select the highest or otherwise best offer(s) for the purchase of or investment in the equity interests (the “New Equity Interests”) issued by reorganized Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the effective date of a chapter 11 plan (“Reorganized Cyxtera”) and/or some or all of the Debtors’ assets (the “Assets”, and collectively, with the New Equity Interests, the “Sale Package”), (b) establishing certain dates and deadlines related thereto and scheduling an auction, if any, (the “Auction”), (c) approving the manner of notice of the Auction, as may be necessary, and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances 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 establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The Debtors have articulated good and sufficient reasons for authorizing and approving the Bidding Procedures, which are fair, reasonable, and appropriate under the circumstances and designed to maximize the recovery on, and realizable value of the Debtors' enterprise, including with respect to the proposed procedures for providing Bid Protections as determined by the Debtors in an exercise of their business judgment in accordance with the Bidding Procedures.
3. The Debtors' proposed notice of the Motion and the Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and (iii) adequate and sufficient under the circumstances of these chapter 11 cases, and no other or further notice is required. A reasonable opportunity to object or

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be heard regarding the relief granted by this Order has been afforded to all interested persons and entities.

4. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled prior to or at the Hearing are overruled.

I. Important Dates and Deadlines.

5. **Acceptable Bidder Deadline.** July 10, 2023, at 5:00 p.m. prevailing Eastern Time, is the deadline by which all non-binding written proposals (a “Proposal”) must be **actually received** by the parties specified in the Bidding Procedures.

6. **Final Bid Deadline.** In the event there is at least one Acceptable Bidder, July 31, 2023, at 5:00 p.m. prevailing Eastern Time, is the deadline by which all Qualified Bids must be **actually received** by the parties specified in the Bidding Procedures. In the event there are no Acceptable Bidders, July 19, 2023, at 5:00 p.m. prevailing Eastern Time, is the deadline by which all Qualified Bids must be **actually received** by the parties specified in the Bidding Procedures.

7. **Stalking Horse Bidders and Bid Protections.** The Debtors, upon entry of this Order, shall be authorized, but are not obligated or directed, in an exercise of their reasonable business judgment, with the consent of the Ad Hoc Group, and in consultation with the Committee, to select one or more Stalking Horse Bidders with respect to some or all of the New Equity Interests and/or Assets by no later than (i) in the event there is at least one Acceptable Bidder, July 24, 2023 at 5:00 p.m., prevailing Eastern Time, or (ii) in the event there are no Acceptable Bidders, July 16, 2023 at 5:00 p.m., prevailing Eastern Time, enter into a stalking horse agreement

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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(the “Stalking Horse Agreement”), and subject to paragraphs 8 and 9, to provide such Stalking Horse Bidders with Bid Protections without further action or order by this Court.

8. In the event that the Debtors, with the consent of the Ad Hoc Group, and in consultation with the Committee, enter into a Stalking Horse Agreement with one or more Stalking Horse Bidders, within two business days of entry, the Debtors shall file a notice and proposed form of order with the Court designating a Stalking Horse Bidder and authorizing entry into a Stalking Horse Agreement (the “Stalking Horse Notice”) and serve the Stalking Horse Notice on the Stalking Horse Bidder, the Ad Hoc Group, the Committee, and the U.S. Trustee. The Stalking Horse Notice shall: (i) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder’s parent company or sponsor); (ii) set forth the amount of the Stalking Horse Bid and what portion (if any) is cash; (iii) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (iv) specify any proposed Bid Protections (including the amount and calculation thereof); (v) specify whether the Stalking Horse Bid includes the New Equity Interests or the Assets (and which Assets); (vi) attach the Stalking Horse Agreement, including all exhibits, schedules and attachments thereto; and (vii) set forth the deadline to object to the Stalking Horse Bidder designation and any Bid Protections. If there are no objections to the Stalking Horse Notice within two business days of filing with the Court, (the “Notice Period”), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse Agreement, without the need for further hearing. If a party timely files an objection to the Stalking

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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Horse Notice, the Court shall hold a hearing after the expiration of the Notice Period and as soon thereafter as the Court is available.

9. Upon entry of an order that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse Agreement (the “Stalking Horse Order”), the Debtors, with the consent of the Ad Hoc Group, and in consultation with the Committee, are authorized, but not directed, to incur and pay (a) the Break Up Fee in an amount not to exceed three percent of the proposed Purchase Price and (b) the Expense Reimbursement to each Stalking Horse Bidder subject to the terms of the Stalking Horse Agreement and the Stalking Horse Order.

10. Except as otherwise set forth in the Bidding Procedures, no person or entity, other than a Stalking Horse Bidder, shall be entitled to any expense reimbursement, breakup fees, “topping,” termination, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

11. **Auction.** The date and time of the Auction, if needed, is (i) in the event there is at least one Acceptable Bidder, August 7, 2023, at 10:00 a.m. prevailing Eastern Time, or (ii) in the event there are no Acceptable Bidders, July 24, 2023, at 10:00 a.m. prevailing Eastern Time, which time may be extended by the Debtors in consultation with the Consultation Parties, upon written notice with the Court. The Auction will be held at the offices of co-counsel to the Debtors: Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, or such other place as the Debtors determine in consultation with the Consultation Parties. Only the Debtors, the

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

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Consultation Parties, the Qualified Bidders, the U.S. Trustee, and any other parties as the Debtors may determine in their reasonable discretion, in each case, along with the representatives and advisors, shall be entitled to participate in the Auction, and only Qualified Bidders will be entitled to make Overbids (as defined in the Bidding Procedures) at the Auction; *provided, however*, that any party in interest may attend the Auction.

12. **Notice of Successful Bidder.** As soon as reasonably practicable upon conclusion of the Auction, the Debtors shall file a Notice of Successful Bidder.

II. Auction, Bidding Procedures, Auction Notice, and Related Relief.

13. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are incorporated herein and are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any proposed Sale Transaction. Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures. Notwithstanding anything to the contrary, the Debtors, with the consent of the Ad Hoc Group and in consultation with the Committee, may modify the Bidding Procedures as necessary or appropriate to maximize value for their estates.

14. Any deposit provided by a Stalking Horse Bidder or other Qualified Bidder shall be held in escrow by the Debtors or their agent and shall not become property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement, the Bidding Procedures, or order of this Court, as applicable.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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15. The Auction Notice, substantially in the form attached hereto as **Exhibit 2**, is hereby approved. As soon as reasonably practicable following the entry of this Order, the Debtors will cause the Auction Notice to be served upon (a) the office of the U.S. Trustee; (b) the Ad Hoc Group; (c) the Committee; (d) the United States Attorney's Office for the District of New Jersey, (e) the Internal Revenue Service, (f) the attorneys general in the states where the Debtors conduct their business operations, (g) any Qualified Bidders, and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors shall also post notice of the date, time, and place of the Auction on the website of the Debtors' proposed claims and noticing agent, Kurtzman Carson Consultants LLC (the "Notice and Claims Agent"), at <https://www.kccllc.net/cyxtera>.

16. Pursuant to Local Rule 6004-2: (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any bad faith or collusion with respect to the bidding or the Sale Transaction, as set forth in the Bidding Procedures; (b) the Auction shall be conducted openly and all parties in interest will be permitted to attend; (c) the bidding at the Auction will be documented, recorded, or videotaped, and (d) the Court will consider whether to confirm the results of the Auction and whether to approve the Sale Transaction by no later than September 22, 2023.

III. Miscellaneous.

17. Nothing in this Order or the Bidding Procedures shall be deemed a waiver of any rights, remedies or defenses that any party (including the Debtors, the Ad Hoc Group, any Stalking Horse Bidder, if applicable, or any other prospective purchaser) has or may have under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, or related agreements or

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief

any letters of credit relating thereto, or any rights, remedies, or defenses of the Debtors with respect thereto, including seeking Bankruptcy Court relief with regard to the Auction, the Bidding Procedures, the Sale Transaction, and any related items (including, if necessary, to seek an extension of the Bid Deadline).

18. The Debtors may modify any of the dates and deadlines set forth herein in consultation with the Consultation Parties, *provided* that the Debtors will serve notice (email from counsel to the Debtors, Kirkland & Ellis LLP, to suffice) to any Qualified Bidder, Stalking Horse Bidder, the Ad Hoc Group, the Committee, and the U.S. Trustee, as applicable and appropriate, informing them of such modification. The Debtors, in consultation with the Consultation Parties, are further authorized, but not directed, to conduct multiple Sale Transactions and/or Auctions (as necessary) in substantial conformity with the Schedule and Bidding Procedures established through this Order.

19. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

20. In the event of any inconsistencies between this Order and the Motion and/or the Bidding Procedures, this Order shall govern in all respects.

21. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's

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rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by the Debtors as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

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22. Nothing in the Motion, this Order or the Bidding Procedures waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

23. Notwithstanding anything to the contrary contained in the Motion or this Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70] (the "DIP Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders.

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

25. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

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26. 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.

27. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

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

Exhibit 1

Bidding Procedures

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**BIDDING PROCEDURES FOR THE
SUBMISSION, RECEIPT, AND ANALYSIS OF BIDS IN
CONNECTION WITH THE SALE OF THE DEBTORS' SALE PACKAGE**

On June 4, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Court”).

The Debtors filed these chapter 11 cases after entering into a restructuring support agreement (the “Restructuring Support Agreement”) [Docket No. 20, Ex. B] with the support of certain of the Debtors’ lenders whose claims represent approximately 64 percent of the claims arising on account of obligations under that certain first lien credit agreement by and between Cyxtera DC Holdings, Inc., Cyxtera DC Parent Holdings, Inc., Cyxtera Communications, LLC, and Cyxtera Data Centers, Inc., the first lien lenders from time to time party thereto, and Citibank, N.A., as administrative agent and collateral agent (the claims thereunder, the “First Lien Claims”). The Restructuring Support Agreement contemplates two paths to a value-maximizing reorganization: (a) a standalone recapitalization of the Debtors’ balance sheet (the “Recapitalization Transaction”) and (b) the Sale Transaction (as defined herein). Specifically, the Restructuring Support Agreement contemplates that the Debtors will continue their Marketing Process, and if such process does not maximize value for the Debtors’ stakeholders, pursue the Recapitalization Transaction. Accordingly, the Recapitalization Transaction serves as an alternative restructuring proposal, by which the lenders party to the Restructuring Support Agreement have agreed to, among other things, receive their pro rata share of New Equity Interests and a new second-out take-back debt facility on behalf of their First Lien Claims and convert the DIP Facility into a first-out take-back debt facility at exit.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

On [], 2023, the Court entered an order (the “Bidding Procedures Order”),² approving, among other things, these bidding procedures (the “Bidding Procedures”). These Bidding Procedures set forth the process by which the Debtors are authorized to solicit bids and conduct an auction (the “Auction”) for the sale or disposition (collectively, the “Sale,” and each, a “Sale Transaction”) of all or substantially all of the New Equity Interests and/or the Assets.

Copies of the Bidding Procedures Order or any other documents in the Debtors’ chapter 11 cases are available upon request to Kurtzman Carson Consultants LLC by calling (877) 726-6510 (U.S. / Canada) or (424) 236-7250 (International) or visiting the Debtors’ restructuring website at (<https://www.kccllc.net/cyxtera>).

I. Sale Package to be Auctioned.

The Debtors seek the highest or otherwise best offer(s) for the purchase of or investment in the equity interests (the “New Equity Interests”) issued by reorganized Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the effective date of a chapter 11 plan (“Reorganized Cyxtera”) and/or some or all of the Debtors’ assets (the “Assets”, and collectively, with the New Equity Interests, the “Sale Package”).

II. Public Announcement of Auction.

As soon as practicable after entry of the Bidding Procedures Order, the Debtors shall (i) cause a notice of the Auction, the Bidding Procedures Order, and the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the “Auction Notice”) to be served on the parties that received notice of the Motion, (ii) post the Auction Notice on the website of the proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>, and (iii) publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition), and/or another national publication to provide notice to any other potential interested parties. The Auction Notice shall include a general description of the contents of the Sale Package.

III. Potential Bidder Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, including to receive access to due diligence materials, a person or entity interested in purchasing the Sale Package or part of the Sale Package (a “Potential Bidder”) must deliver or have previously delivered to each of (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Christopher Marcus, P.C. (christopher.marcus@kirkland.com), Derek I. Hunter (derek.hunter@kirkland.com); (ii) the Debtors’ proposed investment banker, Guggenheim Securities, LLC (“Guggenheim Securities”), 330 Madison Avenue, New York, New York, 10017, Attn: Ronen Bojmel

² Capitalized terms used but not defined herein have the meanings ascribed to them in the *Debtors’ Motion For Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 95] (the “Motion”), or the Bidding Procedures Order, as applicable.

(Ronen.Bojmel@guggenheimpartners.com), Josh Mendelsohn
(Josh.Mendelsohn@guggenheimpartners.com), Andrew Goodman
(Andrew.Goodman@guggenheimpartners.com); (iii) counsel to the Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, NY 10166, Attn: Scott Greenberg (sgreenberg@gibsondunn.com), Steven Domanowski (sdomanowski@gibsondunn.com) and Stephen D. Silverman (ssilverman@gibsondunn.com); and (iv) proposed counsel to the Official Committee of Unsecured Creditors (the “Committee”), Pachulski Stang Ziehl & Jones, LLP, 780 Third Avenue, 34th Floor, New York, NY 10017, Attn: Bradford J. Sandler (bsandler@pszjlaw.com), Robert J. Feinstein (rfeinstein@pszjlaw.com), Paul J. Labov (plabov@pszjlaw.com) any (collectively, the “Notice Parties”) the following preliminary documentation (collectively, the “Preliminary Bid Documents”):

- a. an executed confidentiality agreement (a “Confidentiality Agreement”) in form and substance acceptable to the Debtors;
- b. a statement of what portion of the New Equity Interests and/or the Assets that the Potential Bidder intends to acquire;
- c. sufficient information that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of any portion, all, or substantially all of the New Equity Interests or the Assets, the adequacy of which must be acceptable to the Debtors, in consultation with the Consultation Parties; and
- d. a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint Bid to the extent reasonably practicable.

Within four business days after a Potential Bidder delivers the Preliminary Bid Documents, the Debtors will determine, in consultation with the Consultation Parties,³ and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may proceed to conduct due diligence and submit a Proposal. For the avoidance of doubt, any party that has already executed a Confidentiality Agreement and submitted a non-binding indication of interest prior to the Petition Date and, in the judgment of the Debtors, has provided adequate forms of the preliminary documentation requested above, shall automatically be authorized to conduct due diligence and submit a Proposal.

³ The term “Consultation Parties” shall mean the Committee and the Ad Hoc Group.

IV. Acceptable Bidder Requirements.

By no later than July 10, 2023, at 5:00 p.m., prevailing Eastern Time, Potential Bidders must deliver (unless previously delivered) to each of the Notice Parties a non-binding written proposal (a “Proposal”) containing all material terms, including, but not limited to:

- a. the identity and a description (including entity type, jurisdiction of formation or organization, credit rating, and regulators, if applicable) of the Potential Bidder;
- b. the proposed Purchase Price (as defined herein) in U.S. Dollars;
- c. to the extent the Proposal is for some or all of the New Equity Interests, a statement describing the proposed pro forma capital structure, including any post-emergence debt obligations, and equity ownership;
- d. to the extent the Proposal is for some or all of the New Equity Interests, the proposed treatment of DIP claims, First Lien Claims, general unsecured claims and equity interests, including detail on whether such claims are impaired or unimpaired and the proposed form of recovery, if applicable;
- e. to the extent the Proposal is for some or all of the New Equity Interests, the proposed terms of post-emergence debt obligations, if any, in the form of a term sheet detailing proposed key economic terms;
- f. proposed terms of any New Equity Interests offered, including details regarding shareholder and governance matters, to the extent applicable;
- g. a statement specifying the Potential Bidder’s intentions with respect to the Cyxtera’s lease portfolio, including anticipated lease rejections, novations, buyouts and/or renegotiations;
- h. a statement specifying any key assumptions and any variables to which the Potential Bidder’s valuation is sensitive, as well as any other information the Potential Bidder believes will assist in evaluation of the Proposal;
- i. a brief assessment of the Potential Bidder’s rationale for the Proposal and the Potential Bidder’s intentions with respect to the New Equity Interests and/or Assets, as applicable. The Proposal should also highlight any former involvement in similar sectors to the Debtors and any other support/relevant facts that support the basis for the Proposal;
- j. a statement regarding the level of review and, if necessary, approval that the Proposal has received within the Potential Bidder’s organization. The Proposal should also provide a list of any corporate, shareholder, regulatory, or other approvals required to complete the Sale Transaction and the timing to obtain such approvals as well as any other conditions or impediments to the consummation of the Sale Transaction;

- k. a detailed description of the intended sources of any financing required for the proposed Sale Transaction, as well as an indication of the timing and steps, if any, required to secure such financing, or a statement that the Potential Bidder has available all of the funds necessary to perform all obligations regarding the proposed Sale Transaction;
- l. a detailed list of due diligence topics, documents required to review, and other material diligence items, as well as timing in order to finalize a definitive written agreement; and
- m. a list of the names, and respective functions, of the Potential Bidder's due diligence team and any legal, financial, and other advisors the Potential Bidder has engaged or would plan to engage in connection with the Sale Transaction, including their contact information, and the names, phone numbers, and email addresses of the individuals prepared to answer any questions regarding the Proposal.

Within four business days after a Potential Bidder delivers the Proposal, the Debtors will determine, in consultation with the Consultation Parties, and notify each Potential Bidder whether such Potential Bidder has submitted an acceptable Proposal (any such Potential Bidder, an "Acceptable Bidder").

V. Qualified Bid Requirements.

To be eligible to participate in the Auction, a Potential Bidder must deliver to the Debtors and their advisors an irrevocable offer for the purchase of some or all of the New Equity Interests and/or the Assets (each, a "Bid"), and shall meet the following criteria, in each case, on or prior to the Bid Deadline (as defined below):

- a. **Purchased Sale Package and Assumed Liabilities.** Each Bid must clearly state the following: (a) whether the bidder seeks to purchase some or all of the New Equity Interests or some or all of the Assets; and (b) if applicable, the liabilities and obligations to be assumed, including any debt and cure costs to be assumed.
- b. **Good Faith Deposit.** Each Bid must be accompanied by a cash deposit in the amount equal to ten percent of the aggregate purchase price of the Bid, to be held in an escrow account to be identified and established by the Debtors (the "Good Faith Deposit"); *provided* that the DIP Agent and the Prepetition Priority/1L Administrative Agents (together, the "Agents") (as defined in the Interim DIP Order, or any final order related thereto) shall not be required to submit a Good Faith Deposit. To the extent that a Bid is modified at or prior to the Auction, the applicable Acceptable Bidder must adjust its Good Faith Deposit so that it equals ten percent of the increased aggregate purchase price promptly and in no event later than one (1) business day following the conclusion of the Auction.
- c. **Purchase Price.** Each Bid must (a) clearly set forth the purchase price to be paid for the New Equity Interests and/or some or all of the Assets (the "Purchase Price"), (b) identify separately the cash and non-cash components of the Purchase Price, (c) indicate the allocation of the Purchase Price among the Sale Package and related

uses, if applicable; *provided* that, for the avoidance of doubt, such allocation shall not prejudice the rights of any party in interest to contest such allocation; and (d) describe its proposed post-emergence debt obligations and liquidity position for Reorganized Cyxtera, if applicable. The Purchase Price should be a single point value in U.S. Dollars on a cash-free, debt-free basis. Any Bid for substantially all of the New Equity Interests or Assets must also include a statement as to whether the Bid is conditioned on purchasing all of such or whether the Qualified Bid should be viewed as separate Bid for one or more sets of such.

- n. **Proposed Treatment of Claims.** Each Bid for some or all of the New Equity Interests should detail proposed treatment of each class of claims including DIP claims, First Lien Claims, general unsecured claims, and equity interests. This should include whether such claims are rendered impaired or unimpaired and detail the form of recovery provided, if applicable.
- d. **Proposed Terms of Any Post-Emergence Debt Obligations.** Each Bid for some or all of the New Equity Interests should include a term sheet, if applicable, detailing key economic terms of any proposed post-emergence debt obligations, including amount, security, tenor, interest rate, original issue discount, covenants and any other material terms or conditions.
- e. **Sources of Financing.** To the extent that the Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, the Bid must include committed financing, documented to the Debtors' satisfaction that demonstrates that the Acceptable Bidder has received sufficient funding commitments to satisfy the Acceptable Bidder's obligations under the proposed Sale Transaction and other obligations under its Bid. Such funding commitments must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or committee approvals, and shall have covenants and conditions acceptable to the Debtors.
- f. **Same or Better Terms; Bid Documents.** Each Bid must include duly executed and non-contingent, where applicable, transaction documents necessary to effectuate the transactions contemplated in the Bid (the "Bid Documents"). The Bid Documents shall include, at a minimum: (a) a chapter 11 plan and/or a draft purchase agreement, the form of which will be provided to any Acceptable Bidder prior to the Bid Deadline (as defined herein), including the exhibits and schedules related thereto and any related material documents integral to such Bid pursuant to which the Acceptable Bidder proposes to effectuate the Sale, along with copies that are marked to reflect any amendments and modifications from the Plan or purchase agreement provided, which amendments and modifications may not be materially more burdensome or otherwise inconsistent with these Bidding Procedures; (b) a schedule of contracts and leases to be rejected to the extent applicable to the Bid, (c) a statement from the Acceptable Bidder specifying what, if any, other materials, conditions, due diligence, documents, exhibits, schedules, and/or ancillary materials are integral to such Bid or the Debtors' consideration thereof, (d), any other material documents integral to such Bid, (e) a statement from the Acceptable

Bidder that (i) it is prepared to enter into the Sale Transaction upon conclusion of the Auction (or, if no Auction is held, the deadline by which all binding Bids must be actually received pursuant to the Bidding Procedures (the “Bid Deadline”)) and (ii) the Qualified Bid will be irrevocable (whether or not such Qualified Bid is selected as the Successful Bid or next highest or otherwise best bid (the “Back-Up Bid”)) until the consummation of the Sale Transaction, and (f) a corporate governance term sheet, if applicable.

- g. **No Fees.** Each Acceptable Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction, and by submitting its Bid(s) is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code; *provided* that the Debtors are authorized, with the consultation of the Consultation Parties, to provide the Stalking Horse Bid Protections (defined below) to one or more Stalking Horse Bidders in accordance with these Bidding Procedures; *provided, further*, that nothing in these Bidding Procedures shall limit, alter or impair the rights of any party to payment and reimbursement of expenses that are set forth in the DIP Orders, and parties entitled to payment or reimbursement of expenses under the DIP Orders shall be entitled to payment or reimbursement of expenses incurred in connection with these Bidding Procedures and the matters contemplated hereby.
- h. **Employee Obligations.** Each Bid must include a description of the Acceptable Bidder’s intentions with respect to the relevant members of the Debtors’ current management team and other employees, and a description of any contemplated incentive plan, to the extent applicable.
- i. **Contingencies; No Financing or Diligence Outs.** The Bid must not contain any contingencies as to the validity, effectiveness, or binding nature of the Bid, including, without limitation, contingencies for due diligence and inspection or financing of any kind (including any conditions pertaining to financial performance, conditions, or prospects) and all diligence must be completed before the Bid Deadline.
- j. **Identity & Corporate Authority.** Each Bid must (i) fully disclose the identity of each entity that will be participating in connection with such Bid (including any equity owners or sponsors, if the purchaser is an entity formed for the purpose of consummating the acquisition of the New Equity Interests or the Assets), and the complete terms of any such participation, along with sufficient evidence that the Acceptable Bidder is legally empowered, by power of attorney or otherwise, to complete the transactions on the terms contemplated by the parties, and (ii) include contact information for the specific person(s) and counsel whom the Debtors’ advisors should contact regarding such Bid. A Bid must also fully disclose any business relationships, affiliations, or agreements with the Debtors, any known, potential, prospective bidder or Qualified Bidder (as defined herein), or any officer, director, or equity security holder of the Debtors.

- k. **As-Is, Where-Is.** Each Bid must include a written acknowledgement and representation that the Acceptable Bidder: (i) has had an opportunity to conduct any and all due diligence prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, by the Debtors, Guggenheim Securities, LLC, or the Debtors' other advisors regarding the completeness of any information provided in connection therewith, except, solely with respect to the Debtors, as expressly stated in the Acceptable Bidder's proposed purchase agreement.
- l. **Authorization.** Each Bid must contain evidence that the Acceptable Bidder has obtained all necessary authorizations or approvals from its shareholders and/or its board of managers or directors, or any other internal and other approvals, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.
- m. **Joint Bids.** The Debtors will be authorized to approve joint Bids in their reasonable business judgment on a case-by-case basis, so long as a joint bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with these Bidding Procedures.
- n. **Adequate Assurance Information.** Each Bid must be accompanied by sufficient and adequate financial and other information (the "Adequate Assurance Information") to demonstrate, to the reasonable satisfaction of the Debtors that such Acceptable Bidder (a) has the financial wherewithal and ability to consummate Sale Transaction (the "Closing"), and (b) can provide adequate assurance of future performance in connection with the proposed transaction. The Bid must also identify a contact person that parties may contact to obtain additional Adequate Assurance Information.
- o. **Acknowledgement of Compliance with Bidding Procedures, Bidding Order, Bankruptcy Code, and Non-Bankruptcy Law.** Each Bid must acknowledge its compliance in all respects with these Bidding Procedures, the Bidding Procedures Order, Bankruptcy Code and any applicable non-bankruptcy law.
- p. **No Collusion.** The Acceptable Bidder must acknowledge in writing (a) that it has not engaged in any collusion with respect to any Bids or the Sale Transaction, specifying that it did not agree with any Acceptable Bidders or Potential Bidders to control price; and (b) agree not to engage in any collusion with respect to any Bids, the Auction, or the Sale Transaction. For the avoidance of doubt, this requirement does not restrict Potential Bidder(s) from working with other Potential Bidder(s) with the Debtors' prior written consent (email from Guggenheim Securities shall suffice).

- q. **Good Faith Offer.** Each Bid must constitute a good faith, *bona fide* offer to consummate the Sale Transaction.
- r. **Back-Up Bid.** Each Bid shall provide that the Acceptable Bidder will serve as a Back-Up Bidder (as defined below) if the Acceptable Bidder's Bid is the next highest or otherwise best bid.
- s. **Irrevocable.** Each Bid must state that in the event such Bid is chosen as the Back-Up Bid (as defined below), it shall remain irrevocable until the Debtors and the Successful Bidder consummate the applicable Sale Transaction.
- t. **Regulatory Approvals and Covenants.** Each Bid must set forth each regulatory and third-party approval required for the Acceptable Bidder to consummate the applicable Sale Transaction, if any, and the time period within which the Acceptable Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty days following execution and delivery of the applicable purchase agreement and/or confirmation of the Debtors' chapter 11 plan (the "Plan"), those actions the Acceptable Bidder will take to ensure receipt of such approvals as promptly as possible).
- u. **Expected Closing Date.** Each Bid must state the Acceptable Bidder's expected date of closing of the Sale Transaction.
- v. **Time Frame for Closing.** A Bid by an Acceptable Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid (as defined herein), within a time frame acceptable to the Debtors.
- w. **Adherence to Bidding Procedures.** By submitting its Bid, each Acceptable Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.
- x. **Consent to Jurisdiction.** The Acceptable Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, to the Auction, the Sale, the Sale Transaction(s) and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, and the Closing, as applicable.
- y. **Conditions to Closing.** Each Bid must identify with particularity each and every condition to closing.

Only Bids fulfilling all of the preceding requirements contained in this section, or otherwise in the Debtors' reasonable business judgment, with the consultation of the Consultation Parties, may be deemed to be "Qualified Bids," and only those parties submitting Qualified Bids may, in

the Debtors' reasonable business judgment, be deemed to be "Qualified Bidders"; *provided* that, notwithstanding anything to the contrary herein, any Bid submitted by any of the Agents or their respective designees, shall be a Qualified Bid.

Neither the Debtors nor any of their advisors are making or have at any time made any warranties or representations of any kind or character, express or implied, with respect to the Sale Package, including, but not limited to, any warranties or representations as to operating history or projections, valuation, governmental approvals, the compliance of the Sale Package with governmental laws, the truth, accuracy, or completeness of any documents related to the Sale Package, or any other information provided by or on behalf of the Debtors to a bidder, or any other matter or thing regarding the Sale Package. All bidders must acknowledge and agree that upon closing the Debtors shall sell and transfer to the Successful Bidder and the Successful Bidder shall accept the New Equity Interests or the Assets, as applicable, except to the extent expressly provided in the Court's Sale Order. Neither the Debtors nor any of their advisors will be liable for or bound by any express or implied warranties, guaranties, statements, representations, or information pertaining to the Sale Package or relating thereto that the Debtors, any advisor, or agent representing or purporting to represent the Debtors to whomever might have made or furnished, directly or indirectly, orally or in writing, unless (with respect to the Debtors only) specifically set forth in the Court's Sale Order.

In advance of the commencement of the Auction, as is reasonably practicable, the Debtors, with the consultation of the Consultation Parties, shall determine which Acceptable Bidders are Qualified Bidders and will notify the Acceptable Bidders whether Bids submitted constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided* that if the Debtors receive a Bid prior to the Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors may provide the Acceptable Bidder with the opportunity to remedy any deficiencies prior to the Auction.

VI. Right to Credit Bid.

Any Qualified Bidder who has a valid, perfected, and unavoidable lien on any Assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured.

VII. Obtaining Due Diligence Access.

Only Acceptable Bidders shall be eligible to receive due diligence information, access to the Debtors' electronic data room, and additional non-public information regarding the Debtors. ***No Acceptable Bidder will be permitted to conduct any due diligence without entry into a Confidentiality Agreement.*** Beginning on the date the Debtors determine that a party is an Acceptable Bidder, or as soon as reasonably practicable thereafter, the Debtors will provide such Acceptable Bidder with access to an electronic data room and reasonable due diligence information, as requested by such Acceptable Bidder, as soon as reasonably practicable after such request.

Acceptable Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any customer, supplier, or other contractual counterparty of the Debtors without the prior written consent of the Debtors. The due diligence period will end on the Bid Deadline and subsequent to the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information.

In connection with the provision of due diligence information to Acceptable Bidders, the Debtors shall not furnish any confidential information relating to the Debtors or a potential transaction to any person except an Acceptable Bidder or such Acceptable Bidder's duly authorized representatives to the extent provided in an applicable Confidentiality Agreement.

The Debtors, with the assistance of their advisors, shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate a Sale Transaction. For any bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

A. Communications with Acceptable Bidders (including Qualified Bidders).

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications, including any diligence requests, with Acceptable Bidders (including any Qualified Bidders) shall be through Guggenheim Securities.

B. Due Diligence from Acceptable Bidders (including Qualified Bidders).

Each Acceptable Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors and their respective advisors, regarding the ability of such Acceptable Bidder (including any Qualified Bidder) to consummate its contemplated transaction. Failure by an Acceptable Bidder (including any Qualified Bidder, other than a Stalking Horse Bidder, if any) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors, to determine that such bidder is no longer an Acceptable Bidder (including any Qualified Bidder, other than a Stalking Horse Bidder, if any) or that a bid made by such bidder is not a Qualified Bid.

The Debtors have designated Ronen Bojmel, Josh Mendelsohn, and Andrew Goodman of Guggenheim Securities to coordinate all reasonable requests for additional information and due diligence access. They can be reached at Ronen.Bojmel@guggenheimpartners.com; Josh.Mendelsohn@guggenheimpartners.com; and Andrew.Goodman@guggenheimpartners.com.

VIII. Bid Deadline.

Binding Bids must be submitted in writing to the aforementioned Notice Parties so as to be **actually received** no later than: (x) in the event there is at least one Acceptable Bidder, 5:00 p.m. (prevailing Eastern Time) on July 31, 2023 or (y) in the event there are no Acceptable Bidders, 5:00 p.m. (prevailing Eastern Time) on July 19, 2023.

The Debtors may extend the Bid Deadline for any reason whatsoever, in their reasonable business judgment for all or certain Acceptable Bidders.

IX. Evaluation of Qualified Bids.

The Debtors shall, in consultation with the Consultation Parties, evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' business judgment, the highest or otherwise best Qualified Bid or combination of Qualified Bids for the New Equity Interests or the Assets, as applicable (the "Starting Bid"). The Debtors shall promptly provide to the Consultation Parties and the U.S. Trustee copies of all Bids received by the Debtors, including the Starting Bid, but in no event later than the next business day following receipt; *provided* that the Consultation Parties and the U.S. Trustee must treat such Bids and any related information as confidential and shall not publicly disclose such information without the written consent of the Debtors and the applicable bidder.

When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors, in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; (d) whether the Qualified Bid contemplates a Sale Transaction for the Debtors' New Equity Interests or a Sale Transaction for the Assets; (e) whether the Qualified Bid contemplates a Sale Transaction that would be consummated through a Plan or a sale pursuant to section 363 of the Bankruptcy Code; (f) the certainty of a Qualified Bid leading to a confirmed Plan and (g) the tax consequences of such Qualified Bid. Prior to commencing the Auction, the Debtors shall notify the Stalking Horse Bidder, if any, and all Qualified Bidders as to which Qualified Bid is the Starting Bid for the Auction with respect to the applicable assets. At such time, the Debtors shall also distribute copies of the Starting Bid to the Stalking Horse Bidder, if any, and each Qualified Bidder.

X. Stalking Horse Bid Protections.

Pursuant to the Bidding Procedures Order, the Debtors may, with the consent of the Ad Hoc Group, and in consultation with the Committee, designate one or more Bidders to be a stalking horse Bidder (each a "Stalking Horse Bidder"), which if any, are entitled to certain Stalking Horse

Bid Protections (defined below) in the amounts set forth in, and in accordance with the terms of the Bidding Procedures Order. For the avoidance of doubt, except for the Stalking Horse Bidder, and as otherwise set forth herein, no other party submitting an offer, a Bid, or a Qualified Bid shall be entitled to any Expense Reimbursement, Break Up Fee, termination fee, or similar fee or payment.

In the event that the Debtors receive multiple Qualified Bids, at any time until (x) in the event there is at least one Acceptable Bidder, July 24, 2023, at 5:00 p.m. (prevailing Eastern Time), or (y) in the event there are no Acceptable Bidders, 5:00 p.m. (prevailing Eastern Time) on July 16, 2023, the Debtors shall be authorized, but not obligated, in their reasonable business judgment, with the consent of the Ad Hoc Group, and in consultation with the Committee, to (a) select one or more Acceptable Bidders to act as the Stalking Horse Bidder in connection with the Auction, and (b) in connection with any stalking horse agreement with a Stalking Horse Bidder (x) agree to provide a Break Up Fee not to exceed three percent of the Purchase Price and (y) agree to reimburse the reasonable and documented out of pocket fees and expenses of such Stalking Horse Bidder(s) the ("Stalking Horse Bid Protections").

In the event that the Debtors enter into a stalking horse agreement (the "Stalking Horse Agreement") with one or more Stalking Horse Bidders, within two business days of entry, the Debtors shall file a notice and proposed form of order with the Court designating a Stalking Horse Bidder and authorizing entry into a Stalking Horse Agreement (the "Stalking Horse Notice") and serve the Stalking Horse Notice on the Stalking Horse Bidder, the U.S. Trustee, and the Consultation Parties. The Stalking Horse Notice shall: (i) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (ii) set forth the amount of the Bid submitted by the Stalking Horse Bidder and what portion (if any) is cash; (iii) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Bid submitted by the Stalking Horse Bidder; (iv) specify any proposed Stalking Horse Bid Protections (including the amount and calculation thereof); (v) specify whether the Bid submitted by the Stalking Horse Bidder includes the New Equity Interests or the Assets (and which Assets); (vi) attach the Stalking Horse Agreement, including all exhibits, schedules and attachments thereto; and (vii) set forth the deadline to object to the Stalking Horse Bidder designation and any Stalking Horse Bid Protections. If there are no objections to the Stalking Horse Notice within two business days of filing with the Court, (the "Notice Period"), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse Agreement, without the need for further hearing. If a party timely files an objection to the Stalking Horse Notice, the Court shall hold a hearing after the expiration of the Notice Period and as soon thereafter as the Court is available.

Upon entry of an order that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse Agreement (the "Stalking Horse Order"), the Debtors are authorized, but not directed, to incur and pay (a) the Break Up Fee in an amount not to exceed three percent of the proposed Purchase Price and (b) the Expense Reimbursement to each Stalking Horse Bidder in accordance with the terms of such Stalking Horse Order and Stalking Horse Agreement.

Except as otherwise set forth herein, no person or entity, other than a Stalking Horse Bidder, shall be entitled to any Expense Reimbursement, Break Up Fees, “topping,” termination, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for Expense Reimbursement or any fee of any nature, whether by virtue of Bankruptcy Code section 503(b) or otherwise.

XI. No Qualified Bids.

If any Bid is the only Qualified Bid received by the Bid Deadline, the Debtors may decide, in their reasonable business judgment, after consultation with the Consultation Parties, to designate such Bid as the Successful Bid (as defined below) as to the applicable Sale Package and pursue entry of an order approving a Sale Transaction with respect to such Sale Package. The Debtors shall promptly file notice of any cancellation of the Auction, where applicable, as the Successful Bid with the Court.

XII. Auction.

Other than as expressly set forth herein, if the Debtors receive more than one Qualified Bid for any particular Asset or portion of Sale Package by the Bid Deadline, the Debtors shall conduct the Auction to determine the Successful Bidder in their reasonable business judgment with respect to such Sale Package or portion of Sale Package. If the Debtors do not receive any Qualified Bid, the Debtors will not conduct the Auction. If one or more Qualified Bids (other than the Bid submitted by the Stalking Horse Bidder, if any) are received by the Bid Deadline with respect to the New Equity Interests or the Assets, then the Debtors shall conduct the Auction with respect to such New Equity Interests or Assets in accordance with the Auction Procedures (as defined below).

An Auction, if necessary shall commence on (x) in the event there is at least one Acceptable Bidder, August 7, 2023, at 10:00 a.m. (prevailing Eastern Time) or (y) in the event there are no Acceptable Bidders, July 24, 2023 at 10:00 a.m. (prevailing Eastern Time), or, in each case, such later time or other place as the Debtors determine in consultation with the Consultation Parties.

The Auction will be conducted in accordance with the following procedures (the “Auction Procedures”):

- a. except as otherwise provided herein, only Qualified Bidders shall be entitled to bid at the Auction;
- b. the Qualified Bidders, including any Stalking Horse Bidders, if any, must appear in person or through duly-authorized representatives at the Auction;
- c. bidding shall begin with the Starting Bid;
- d. subsequent bids (each, an “Overbid”) may only be made at the Auction and shall be at least (i) a 2% increase in cash, cash equivalents, or other such consideration that the Debtors, in their reasonable business judgment, deem equivalent (including the right of a secured creditor to credit bid any remaining amount of its secured claims) over the previous bid *plus* (ii) in the event that the Debtors have entered into a Stalking Horse Agreement to which the Overbid relates, the aggregate

amount of Stalking Horse Bid Protections (including, for the avoidance of doubt, any Break Up Fees and/or Expense Reimbursements) under such Stalking Horse Agreement (a “Minimum Overbid”), and each successive Overbid shall exceed the then-existing Overbid by an incremental amount that is not less than the Minimum Overbid. The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties, announce increases or reductions to the Minimum Overbid at any time during the Auction. For the avoidance of doubt, each successive Bid that a Qualified Bidder may submit at the Auction must contain a Purchase Price in cash, cash equivalents, or such other consideration that the Debtors, in their reasonable business judgment deem equivalent (including the right of a secured creditor to credit bid any remaining amount of its secured claims) that exceeds the then existing highest Bid by at least the amount of the Minimum Overbid;

- e. at the commencement of the Auction, the Debtors may announce procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit successive bid(s);
- f. each Qualified Bidder will be permitted a reasonable time to respond to previous bids at the Auction, as determined by the Debtors; *provided*, that, unless the Debtors determine otherwise, a failure to respond and submit successive bid(s) at the Auction will result in disqualification;
- g. during the course of the Auction, the Debtors shall, after submission of each Overbid, promptly inform each Qualified Bidder of the terms of the previous bids and inform each Qualified Bidder which Overbid(s) reflect, in the Debtors’ view the highest or otherwise best bid(s) with respect to the New Equity Interests or the Assets, as applicable;
- h. the Auction will be transcribed to ensure an accurate recording of the bidding at the Auction;
- i. each Qualified Bidder will be required to confirm on the record that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Transaction. For the avoidance of doubt, (a) this requirements does not restrict Qualified Bidder(s) from working with other Qualified Bidder(s) with the Debtors’ prior written consent;
- j. each Qualified Bidder will be required to confirm that its bid is a good faith, *bona fide* offer and it intends to consummate the Sale Transaction if selected as the Successful Bid in accordance with these Bidding Procedures (as may be modified in accordance herewith at the Auction);
- k. the Court and the Debtors will not consider bids made after the Auction has been closed;
- l. the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may reject, at any time before entry of an order of the Court

approving a Successful Bid, any Bid that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale Transaction, or (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders;

- m. the Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction; and
- n. notwithstanding anything herein to the contrary at any time choose to adjourn the Auction by announcement at the Auction. The Debtors shall promptly file notice of such adjournment with the Court.

For the avoidance of doubt, nothing in the Bidding Procedures, including the Auction Procedures, will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors, in consultation with counsel).

Any Auction rules adopted by the Debtors will not modify any of the terms of the Stalking Horse Agreement or the rights of the Stalking Horse Bidder, if any, without the consent of the Stalking Horse Bidder, if any.

Except as otherwise determined by the Debtors only (i) the Debtors, (ii) the Consultation Parties, (iii) the Office of the United States Trustee, (iv) any other Qualified Bidders, and (v) the respective representatives and professionals of the foregoing parties shall be entitled to participate in the Auction, however, any party in interest may be permitted to attend the Auction.

XIII. Acceptance of the Successful Bid.

The Auction shall continue until (i) there is only one Qualified Bid or a combination of Qualified Bids that the Debtors determine, in their reasonable business judgment and in a manner consistent with the exercise of their fiduciary duties and outlined below in further detail, and in consultation with the Consultation Parties, is the highest or otherwise best bid to purchase the New Equity Interests or Assets, as applicable (each, a "Successful Bid"), and (ii) the Debtors determine, in their reasonable business judgment, in consultation with the Consultation Parties, that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be reasonably acceptable to the Debtors, at which point, the Auction will be closed.

When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration, which includes but is not limited to, assumed liabilities (administrative liabilities, cure payments), and the amount of executory contracts and leased locations being assumed; (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; (c) the net economic effect of any

changes to the value to be received by each of the Debtors' estates from the transaction contemplated by the Bid Documents; and (d) the tax consequences of such Qualified Bid; and (e) any other consideration that may impact the Debtors' stakeholders.

Any Qualified Bidder that submits a Successful Bid will be deemed a "Successful Bidder" with respect to the New Equity Interests or Assets contemplated for purchase pursuant to such Successful Bid. The Debtors shall file notice of the Successful Bid and the Successful Bidder with the Court as soon as reasonably practicable after conclusion of the Auction. Following conclusion of the Auction and selection of a Successful Bidder, the Debtors shall present the results of the Auction at a hearing and shall seek (a) certain findings from the Court regarding the Auction, including, among other things, that (i) the Auction was conducted, and the Successful Bidder or Successful Bidders were selected, in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure, and (iii) consummation of the Successful Bid or Successful Bids will provide the highest or otherwise best value for the New Equity Interests or Assets, as applicable, and is in the best interests of the Debtors' estates, and (b) Court approval to enter into a binding purchase agreement with the Successful Bidder on the terms of the Successful Bid.

Within one (1) business day of the selection of the Successful Bidder, such Successful Bidder (including both the Stalking Horse Bidder, if any, and Back-Up Bidder, if applicable) shall make a cash deposit, in addition to its Good Faith Deposit, in an amount calculated on the basis of the increased aggregate purchase price such that the Successful Bidder's total cash deposit is equal to ten percent of the aggregate purchase price, submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors pursuant to a customary and reasonable escrow agreement; *provided* that the Agents shall not be required to make any deposit. Each Successful Bidder and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which each such Successful Bid was made.

XIV. Designation of Back-Up Bidder.

The Back-Up Bid to purchase any applicable New Equity Interests or Assets (the "Back-Up Bidder") will be determined by the Debtors at the conclusion of the Auction, and will be announced at that time to all the Qualified Bidders participating in the Auction. The Debtors' selection of a Back-Up Bid shall be deemed final and the Debtors shall not accept any further bids or offers to submit a bid after such selection. The Debtors will be authorized, but not required, to consummate the Sale Transaction with the Back-Up Bidder without further order of the Court, so long as such Back-Up Bid shall have been approved in connection with the Court's approval of the Successful Bid, or subject to Court approval if not.

If for any reason a Successful Bidder fails to consummate the purchase of such New Equity Interests or Assets, as applicable, within the time permitted, then the Back-Up Bidder will automatically be deemed to have submitted the Successful Bid, and the Back-Up Bidder shall be deemed a Successful Bidder and shall be required to consummate any Sale Transaction with the Debtors as soon as is reasonably practicable without further order of the Court, upon 24 hours advance notice filed with the Court. To the extent any objections are raised and remain unresolved, the Court may schedule a hearing on an expedited basis to adjudicate such objection.

The Back-Up Bid shall remain open and irrevocable until the earliest to occur of (i) forty-five (45) days after completion of the Auction, (ii) consummation of a Sale Transaction with one or more Successful Bidders at an Auction, and (iii) the release of such Back-Up Bid by the Debtors in writing (the “Back-Up Termination Date”). The Debtors shall return the Back-Up Bidder’s deposit owed within five (5) business days of the Back-Up Termination Date.

XV. Confirmation Hearing.

In the event a transaction is consummated through a Plan, a hearing before the Court to consider confirmation of the Plan (the “Confirmation Hearing”) will be held at a date and time consistent with the any order approving the Debtors’ disclosure statement and scheduling applicable dates and deadlines related thereto, including confirmation of the Plan. The Confirmation Hearing will be before the Honorable John K. Sherwood, United States Bankruptcy Judge for the Bankruptcy Court for the District of New Jersey at 50 Walnut Street, 3rd Floor, Newark, New Jersey 07102, and otherwise in accordance with any scheduling orders entered by the Court relating to confirmation of the Plan or approval of any disclosure statement related thereto.

At the Confirmation Hearing, the Debtors will present the Plan, which may incorporate the terms of the Successful Bid or Successful Bids, to the Court for confirmation.

XVI. Return of Good Faith Deposit.

The Good Faith Deposit(s) of the Successful Bidder or Successful Bidders, if any, will, upon consummation of the Successful Bid or Successful Bids, become property of the Debtors’ estates and be credited to the portion of such Successful Bidder’s or Successful Bidders’ applicable Purchase Price.

If the Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable), if any, fails to consummate the Successful Bid or Successful Bids (or Back-Up Bid or Back-Up Bids, if applicable), then the Good Faith Deposit(s) of such Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable) will be irrevocably forfeited to the Debtors and may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors.

The Good Faith Deposits of any unsuccessful Qualified Bidders (except for any Back-Up Bidder or Back-Up Bidders and any Stalking Horse Bidders) will be returned within five business days after consummation of the applicable Sale Transaction or upon the permanent withdrawal of the applicable proposed Sale Transaction.

The Good Faith Deposit(s) of any Back-Up Bidder or Back-Up Bidders, if any, will be returned to such Back-Up Bidder or Back-Up Bidders no later than five (5) business days of the Back-Up Termination Date.

The return of any Good Faith Deposits of any Stalking Horse Bidders will be subject to the terms of such Stalking Horse Bidders’ Plan or purchase agreement, as applicable. All such deposits shall be held in escrow and at no time shall be deemed property of the Debtors’ estates absent further order of the Court.

XVII. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in good faith, with the consent of the Ad Hoc Group, and in consultation with the Committee, to further the goal of attaining the highest or otherwise best offer, or impose, at or prior to the Auction, additional terms and conditions on the Sale. The Debtors shall provide notice of any such modification to any Qualified Bidder, including any Stalking Horse Bidders. Notwithstanding anything to the contrary herein, the Debtors may elect to consummate the Sale under section 363(f) of the Bankruptcy Code as opposed to pursuant to the Plan with the Successful Bidder or Successful Bidders.

XVIII. Consent to Jurisdiction.

All Qualified Bidders at the Auction will be deemed to have consented to the core jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the Sale, the Sale Transaction(s) and the construction and enforcement of these Bidding Procedures, any written indications of interest, Preliminary Bid Documents, the Bids, the Bid Documents, and any and all other agreements entered into in connection with any proposed Sale Transaction, as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale Transaction hearing, or the construction and enforcement of any agreement or any other document relating to the Sale any Sale Transaction if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Court on an expedited basis.

XIX. Fiduciary Out.

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or the board of directors, board of managers, or similar governing body of a Debtor to take any action or to refrain from taking any action related to any sale transaction or with respect to these Bidding Procedures, to the extent such Debtor, board of director, board of managers, or such similar governing body reasonably determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures or the Bidding Procedures Order, through the date of the Auction (if held), nothing in these Bidding Procedures or the Bidding Procedures Order shall diminish the right of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving New Equity Interests or the Assets (each an “Alternate Proposal”); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity with respect to Alternate Proposals; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any

inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (e) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.

XX. DIP Orders & Restructuring Support Agreement.

For the avoidance of doubt, nothing in these Bidding Procedures shall amend, modify or impair any provision of the DIP Orders or the Restructuring Support Agreement, or the rights of the DIP Agent, Consenting Stakeholders, or the Required Consenting Term Lenders (as defined in the Restructuring Support Agreement), as applicable.

Exhibit 2

Auction Notice

KIRKLAND & ELLIS LLP

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Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on [], 2023, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order (I) Approving the Bidding Procedures and*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief [Docket No. [__]] (the “Bidding Procedures Order”)² in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of or investment in the equity interests (the “New Equity Interests”) issued by reorganized Cyxtera Technologies, Inc., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the effective date of a chapter 11 plan (“Reorganized Cyxtera”) and/or some or all of the Debtors’ assets (the “Assets”, and collectively, with the New Equity Interests, the “Sale Package”) consistent with the bidding procedures (the “Bidding Procedures”) approved by the Court pursuant to the Bidding Procedures Order. **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that the deadline by which all binding bids must be actually received pursuant to the Bidding Procedures is **[__], 2023, at 5:00 p.m. (prevailing Eastern Time).**

PLEASE TAKE FURTHER NOTICE that if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the “Auction”) of the Assets **on [__], 2023, at 10:00 a.m. (prevailing Eastern Time)** at the offices of co-counsel to the Debtors: Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022.

PLEASE TAKE FURTHER NOTICE that only the Debtors, the Consultation Parties, the Qualified Bidders, the U.S. Trustee, and any other parties as the Debtors may determine in their reasonable discretion, in each case, along with the representatives and advisors, shall be entitled to participate in the Auction, and only Qualified Bidders will be entitled to make Overbids (as defined in the Bidding Procedures) at the Auction; *provided, however*, that any party in interest may attend the Auction. **All interested or potentially affected parties should carefully read the Bidding Procedures and the Bidding Procedures Order.** Copies of the Bidding Procedures, the Bidding Procedures Order, and any other related documents are available upon request to Kurtzman Carson Consultants LLC by calling (877) 726-6510 (U.S. / Canada) or (424) 236-7250 (International) or visiting the Debtors’ restructuring website at (<https://www.kccllc.net/cyxtera>).

² Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

Dated: [____], 2023

/s/ *DRAFT*

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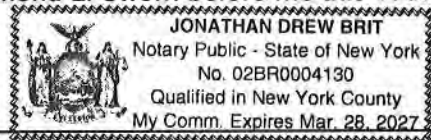
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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

This is **Exhibit "X"** referred to in the Affidavit of

Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

KIRKLAND & ELLIS LLP

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*Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

NOTICE OF BID PROTECTIONS

PLEASE TAKE NOTICE that on June 15, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections,*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



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(III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief [Docket No. 95] (the “Bidding Procedures Motion”).

PLEASE TAKE FURTHER NOTICE that on June 29, 2023, the Court entered the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180] (the “Bidding Procedures Order”).

PLEASE TAKE FURTHER NOTICE that, on November 1, 2023, the Debtors filed the *Notice of Sale Transaction* [Docket No. 648] (the “Sale Transaction Notice”), by which the Debtors disclosed they had reached an agreement on the terms of a value-maximizing sale transaction of some or all of the Debtors’ assets (the “Asset Sale”) with Phoenix Data Center Holdings LLC (the “Purchaser”), an affiliate of Brookfield Infrastructure Partners L.P., and, with the consent of the Required Consenting Term Lenders, had “toggled” to an Asset Sale under the *Third Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 649] (as modified, amended, or supplemented from time to time, the “Plan”) (the “Brookfield Transaction”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Brookfield Transaction, the Purchaser will, among other things, purchase substantially all of the Debtors’ assets in exchange for \$775 million in cash, subject to certain adjustments. A copy of that certain Asset Purchase Agreement by and between Cyxtera Technologies, Inc. (together with certain of its Debtor affiliates and subsidiaries, the “Sellers”) and the Purchaser (the “Asset Purchase Agreement”) is attached hereto as **Exhibit A**.²

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, the Debtors have determined to designate the Purchaser as the Stalking Horse Bidder.

PLEASE TAKE FURTHER NOTICE that Section 8.2 of the Asset Purchase Agreement provides for, among other things, the following Bid Protections: (a) a Break Up Fee in an amount equal to \$23,250,000 (*i.e.*, 3% of the proposed Purchase Price), and (b) an Expense Reimbursement provision for reasonable and documented out-of-pocket expenses (including fees and expenses of counsel) incurred by the Purchaser or its Affiliates in connection with the negotiation, diligence, execution, performance, and enforcement of the Asset Purchase Agreement, in an amount not to exceed \$7,750,000 (the Break Up Fee and Expense Reimbursement together, the “Bid Protections”). In accordance with the Asset Purchase Agreement, the Bid Protections are in consideration for the Purchaser having expended considerable time and expense in connection with the Asset Purchase Agreement, the negotiation thereof, and the identification and quantification of assets of the Sellers.

PLEASE TAKE FURTHER NOTICE that the Purchaser does not have any connection to the Debtors other than those that arise from the Asset Purchase Agreement.

² Capitalized terms used herein but not otherwise defined shall have meanings ascribed to them in the Bidding Procedures Motion, the Bidding Procedures Order, or the Asset Purchase Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, if any party in interest wishes to object to the designation of the Purchaser as the Stalking Horse Bidder or the Bid Protections (an “Objection”), they must timely file such Objection with the Court no later than **November 6, 2023, at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if a timely Objection is filed and served in accordance with the Bidding Procedures, the proposed Bid Protections will not be approved until either the Objection is resolved by agreement of the objecting party and the Debtors or by entry of an order of the Court resolving such Objection. In the event, and only in the event, that an Objection has been timely and properly filed and served, and has not been resolved, a hearing to approve the Bid Protections will be held on **November 16, 2023, at 2:00 p.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, at which the Court will consider confirmation of the Plan, including approval of the Brookfield Transaction. If an objecting party fails to appear at such hearing, its objection shall be deemed to have been waived and abandoned.

If no Objection is timely filed and served in accordance with the Bidding Procedures, the Court may enter an order approving the Bid Protections, in the form attached hereto as **Exhibit B** (the “Proposed Order”), upon the expiration of the Objection Deadline. Upon approval of the Proposed Order, the Bid Protections shall be payable in accordance with, and subject to the terms thereof and the Asset Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in the above-captioned chapter 11 cases may be obtained free of charge by visiting the website of Kurtzman Carson Consultants LLC at <https://www.kccllc.net/cyxtera>. You may also obtain copies of any pleadings by visiting the Court’s website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank]

Dated: November 2, 2023

/s/ Michael D. Sirota

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*Co-Counsel for Debtors and
Debtors in Possession*

Exhibit A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

DATED AS OF OCTOBER 31, 2023

BY AND AMONG

PHOENIX DATA CENTER HOLDINGS LLC, AS PURCHASER,

AND

CYXTERA TECHNOLOGIES, INC.

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of October 31, 2023, is made by and among Phoenix Data Center Holdings LLC, a Delaware limited liability company (“Purchaser”), Cyxtera Technologies, Inc., a Delaware corporation (as in existence on the date hereof, as a debtor-in-possession and a reorganized debtor, as applicable, “CTI”) and the Subsidiaries of CTI that are indicated on the signature pages attached hereto and, after the date hereof, each Person who executes and delivers a Seller Joinder pursuant to Section 6.16 (together with CTI, each a “Seller” and collectively, the “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein, including Article XI, or the Plan (as defined herein).

WHEREAS, on June 4, 2023 (the “Petition Date”), Seller, together with certain of Seller’s Affiliates (the “Debtors”), commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS) (Bankr. D.N.J. June 4, 2023) (collectively, the “Bankruptcy Cases”);

WHEREAS, on June 6, 2023, the Foreign Representative and Canadian Sellers obtained an Initial Recognition Order (Foreign Main Proceeding) and Supplemental Order (Foreign Main Proceeding) from the CCAA Court (the “CCAA Proceeding”) and thereafter have obtained further recognition Orders from CCAA Court recognizing Orders made by the Bankruptcy Court granted in the Bankruptcy Cases; and

WHEREAS, pursuant to the Bidding Procedures Order, the Plan, and upon the terms and conditions set forth in this Agreement and entry of the Confirmation Order, and as authorized under sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, Purchaser (or a Designee) desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser (or a Designee) the Acquired Assets together with the Assumed Liabilities

WHEREAS, Purchaser (or a Designee) desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser (or a Designee) the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363, 365, 1123, 1129, 1141, and 1142 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and the Plan and subject to entry of the Confirmation Order and consummation of the Plan; and

WHEREAS, as of the date hereof, in connection with the Transactions, Sellers entered into certain lease amendments or surrender agreements in respect of those certain leases between Sellers or their Affiliates, as tenant, on the one hand, and Affiliates of Digital Realty Trust Inc., as landlord, on the other hand, at the following locations: (i) 365 S. Randolphville Road, Piscataway, New Jersey; (ii) 200 N. Nash Street, El Segundo, California; (iii) 3015 Winona Avenue, Burbank, California; (iv) Hanauer Landstrasse 298, 60314 Frankfurt am Main, Germany (FRA1); (v)

Wilhelm-Fay-Strasse 24, Sossenheim, 65936 Frankfurt am Main, Germany (FRA2); and (vi) premises on the 7th floor of 29A International Business Park, Jurong East, Singapore (SIN2-C).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS;
ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, 365, 1123, 1129, 1141, and 1142 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Confirmation Order and the Plan, at the Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser or one or more Designees, and Purchaser or such Designee(s) shall purchase, acquire, and accept from Sellers all of Sellers' right, title and interest in, to and under, the Acquired Assets (which sale shall, if Purchaser delivers a DLR Election Notice in accordance with Section 2.3(b), be effected in connection with the consummation of the DLR Transactions in accordance with, and subject to the terms and conditions of, Section 6.18), free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances. "Acquired Assets" means all of the properties, rights, interests and other assets of each Seller as of the Closing, whether tangible or intangible, real, personal, or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including any such properties, rights, interests, and other assets acquired by any Seller after the date hereof (in accordance with this Agreement) and prior to the Closing, and including Sellers' right, title and interest in and to, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(a) (i) the Specified Agreement (solely to the extent the transactions contemplated thereunder have not been consummated prior to the Closing), and (ii) the Acquired Leases and (iii) the other Contracts listed on Schedule 1.1(a), in each case, subject to Section 1.5 (the "Assigned Contracts");

(b) all accounts receivable, notes receivable, payment intangibles, negotiable instruments, chattel paper and other amounts receivable owed to the Sellers or their Subsidiaries (whether current or non-current), together with all security or collateral therefor and any unpaid interest, fees or financing charges accrued thereon or other amounts due with respect thereto, including all Actions pertaining to the collection of amounts payable, or that may become payable, to the Sellers or their Subsidiaries with respect to products sold or services performed on or prior to the Closing Date, other than any of the foregoing to the extent owed by any Seller to any other Seller (other than any Seller that is an Acquired Entity), which shall be Excluded Assets;

(c) all bank accounts, prepaid assets, and all prepaid or deferred charges and expenses and all other current assets, all assets (including, to the extent applicable, all Tax pre-payments, refunds, credits, and other assets) that are within the trial balance categories used in determining, or otherwise would have been taken into account in, Closing Working Capital, and

all lease and rental payments that have been prepaid by any Seller with respect to any Acquired Leased Real Property;

(d) all Documents, but excluding any information to the extent prohibited by Law (which shall be Excluded Assets);

(e) the Leased Real Property listed on Schedule 1.1(e), in each case, subject to Section 1.5 (the “Acquired Leased Real Property” and the Lease governing any Acquired Leased Real Property, an “Acquired Lease”), including any Leasehold Improvements and all fixtures and improvements thereon and appurtenances thereto;

(f) all Owned Real Property of Sellers;

(g) all tangible assets (including Equipment, computer systems, computer hardware, supplies furniture, fixtures, machinery and fixed assets) of Sellers, including the tangible assets of Sellers located at any Acquired Leased Real Property or Owned Real Property and any such tangible assets on order to be delivered to any Seller; provided that, with respect to any such tangible asset that is leased to any Seller, the underlying lease agreement covering such leased tangible asset is an Assigned Contract;

(h) all rights against third parties (including customers, suppliers, vendors, merchants, manufacturers and counterparties to Leases, licenses or any Assigned Contract), including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds (other than Tax refunds that are Excluded Assets), causes of action, rights of set off, rights of recovery, rights of recoupment or rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties, with respect to any of the Acquired Assets or Assumed Liabilities (in each case, other than against any Seller or its Subsidiaries that are not Acquired Entities (which shall be Excluded Assets));

(i) all shares of capital stock or other Equity Interests that any Seller owns in the Persons set forth on Schedule 1.1(i) (the “Transferred Subsidiaries” and, together with the Subsidiaries of any Transferred Subsidiary, the “Acquired Entities”), including any securities convertible into, or exchangeable or exercisable for, any such shares of capital stock or other Equity Interests, investments or contributions in the Transferred Subsidiaries (collectively, the “Acquired Interests”);

(j) all assets, including receivables, due from an Acquired Entity as of the Closing;

(k) all of the rights, interests and benefits (if any) accruing under all Permits and Governmental Authorizations, and all pending applications therefor;

(l) all current and prior insurance policies of any Seller (excluding all director and officer insurance policies, which shall be Excluded Assets), and all rights and benefits of any nature of Sellers of any nature with respect thereto, including all insurance recoveries and receivables (to the extent relating to any Assumed Liability) thereunder and rights to assert claims

with respect to any such insurance recoveries and receivables (to the extent relating to any Assumed Liability);

(m) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with any Transferred Employee or any current or former employee of Sellers, current or former directors, consultants, independent contractors and agents of Sellers or their Subsidiaries or any of their Affiliates or with third parties;

(n) the sponsorship of each Employee Benefit Plan set forth on Schedule 3.16(a) (other than the Employee Benefit Plans set forth on Schedule 1.1(n)) (each, an “Acquired Seller Plan”) and all right, title and interest in any assets (including all Contracts, properties and accounts) or trusts thereof or relating thereto, including any in-process insurance receivables under Acquired Seller Plans;

(o) all Intellectual Property owned by the Sellers, including the Intellectual Property set forth on Schedule 3.11(a), and all data collected by or on behalf of the Sellers and relating to customers and customer Contracts, all rights to collect royalties and proceeds in connection with such Intellectual Property, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations or other violations of, or other conflicts with, such Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the “Acquired Intellectual Property”) (regardless of whether or not such claims and causes of action have been asserted by Sellers), and all other rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, in each case, with respect to any of the foregoing and possessed by Sellers as of Closing (regardless of whether such rights are currently exercisable), and rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for, any of the rights referred to above;

(p) all inventory, supplies and materials of Sellers as of the Closing (including all rights of Sellers to receive such inventory, supplies, materials and spare parts that are on order), and all open purchase orders with suppliers;

(q) all goodwill, payment intangibles and general intangible assets and rights of Sellers, including all goodwill associated with the Intellectual Property of Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of Sellers or their Subsidiaries;

(r) (i) all rights of Sellers to cash collateral held as security for any of the Assumed Liabilities and (ii) security and other deposits (including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise) held by any Seller or third-party as security for any of the Assumed Liabilities (collectively, the “Acquired Cash Collateral”);

(s) only in the event that the transactions contemplated by the Specified Agreement are not consummated in accordance therewith prior to the Closing, the “Acquired Assets” (as defined in and only to the extent defined in the Specified Agreement); and

(t) all other assets that are owned or leased by any Seller as of the Closing that are not Excluded Assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest in, to and under the following properties, rights, interests and other assets of Sellers (collectively, the “Excluded Assets”):

(a) other than the Acquired Cash Collateral, all Cash and Cash Equivalents, the bank account(s) set forth on Schedule 1.2(a), and any retainers or similar amounts paid to Advisors or other professional service providers, in each case not included in the Acquired Assets pursuant to Section 1.1(c);

(b) (i) all Contracts set forth on Schedule 1.2(b), (ii) all Contracts designated for rejection in accordance with Section 1.5, (iii) the Excluded Data Center Contracts, (iv) any other Contracts that (A) have not been disclosed on Schedule 1.5(a) and (B) relate exclusively to Excluded Assets or Excluded Liabilities, and (v) the Specified Agreement (solely to the extent the transactions contemplated thereunder have been consummated prior to the Closing) (the “Excluded Contracts”);

(c) all Documents (including information stored on the computer systems, data networks or servers of any Seller) (i) to the extent they primarily relate to any of the Excluded Assets or Excluded Liabilities, (ii) that are Sellers’ minute books, Organizational Documents, stock certificates or other Equity Interests instrument, stock registers and such other similar books and records of any Seller pertaining to the ownership, organization or existence of such Seller, corporate seal, checkbooks, and canceled checks, in each case not including any Acquired Entity, (iii) that any Seller is required by Law to retain, (iv) subject to Section 9.3, Tax Returns (and any related work papers) of any Seller, or (v) that are governed under Privacy Laws that prohibit the transfer or sale of Personal Information; provided that Purchaser shall have the right to make copies of any portions of such Documents referenced in clauses (i) through (v) to the extent not prohibited by applicable Law;

(d) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the Transactions, or the Bankruptcy Cases (excluding confidentiality agreements with prospective purchasers of the Acquired Assets or the Assumed Liabilities or any portion thereof), including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the Transactions, including all analyses relating to the business of Purchaser or its Affiliates so prepared or received and (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers’ businesses or assets;

(e) all director and officer insurance policies, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(f) all Equity Interests of any Seller or any of their respective Subsidiaries, in all cases, other than any of the foregoing issued by any Acquired Entity;

(g) (i) all Avoidance Actions, and (ii) all claims that any Seller or any of its Affiliates may have against any Person to the extent related to any Excluded Assets or any Excluded Liabilities;

(h) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument, or other document executed and delivered between any Seller or its Affiliates and Purchaser in connection with the Transactions, or any other agreement between any Seller or its Affiliates and Purchaser entered into on or after the date hereof in accordance with this Agreement;

(i) all Tax refunds, Tax attributes and Tax assets, in each case, of Sellers, other than (i) any such Tax attributes or assets that transfer by operation of Law by virtue of the acquisition of the Acquired Assets and (ii) any such Tax refunds, attributes or assets that are Acquired Assets;

(j) the sponsorship of each Employee Benefit Plan that is not an Acquired Seller Plan, and all rights, title and interest in any assets (including Contracts, properties and accounts) or trusts thereof or relating thereto;

(k) in-process insurance receivables to the extent not relating to any of the Acquired Assets under Section 1.1(l) and Section 1.1(n);

(l) only in the event that the transactions contemplated by the Specified Agreement are consummated in accordance therewith prior to the Closing, the "Acquired Assets" (as defined in and only to the extent defined in the Specified Agreement); and

(m) all receivables in respect of the Excluded Liabilities consisting of intercompany Liabilities between or among any Seller(s), on the one hand, and any other Seller(s) (other than an Acquired Entity), on the other hand.

Notwithstanding the foregoing or anything to the contrary herein, all current assets of Sellers and their Subsidiaries included in the final Closing Working Capital calculation will not be Excluded Assets hereunder.

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein, and in the Confirmation Order and Plan, effective as of the Closing, in addition to the payment of the Cash Payment in accordance with Section 2.1, subject to the terms and conditions set forth in Section 6.18 (as applicable), Purchaser or one or more Designees shall irrevocably assume from each applicable Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy if, as and when required by their respective terms), and Sellers shall irrevocably transfer, assign, convey, and deliver to Purchaser or one or more Designees, the following (and only the following) Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "Assumed Liabilities"):

(a) (i) all Liabilities and obligations of any Seller under the Assigned Contracts, solely to the extent first arising from and after the Closing, and (ii) all Liabilities (other than Liabilities arising prior to the Petition Date including any Claims under Section 502(g) of the Bankruptcy Code) under open purchase orders with suppliers to the extent such purchase orders are Acquired Assets but excluding, in the case of clauses (i) and (ii), for the avoidance of doubt, any Cure Costs;

(b) all Liabilities included in the definition of, but not limited to the amount included in any calculation of, Working Capital;

(c) all Liabilities (including all government charges or fees) to the extent first arising out of the conduct of the business or the ownership or operation of the Acquired Assets (and not relating to or arising out of the pre-Closing period), in each case, by Purchaser from and after the Closing Date, and all Taxes arising with respect to the Acquired Assets for any taxable period (or portion thereof) beginning after the Closing Date; provided that, for the avoidance of doubt, in the case of Taxes arising in any Straddle Period, unless otherwise included as an Assumed Liability in Section 1.3(a) or Section 1.3(b), only Taxes arising in the post-Closing portion of any Straddle Period shall be Assumed Liabilities;

(d) all Liabilities to the extent related to, resulting from or arising out of any customer deposits that constitute an Acquired Asset;

(e) the sponsorship of and all Liabilities at any time arising under, pursuant to or in connection with the Acquired Seller Plans;

(f) all Taxes imposed by a Taxing Authority in the United Kingdom, Germany or Singapore (including any such Taxes imposed in the United Kingdom, Germany or Singapore that are income Taxes, withholding Taxes, or Transfer Taxes), in each case, that are required to be paid by Sellers as a result of the DLR Transactions (if applicable), including with respect to repatriating or otherwise delivering any cash received in connection with such transactions to the Sellers;

(g) all Liabilities agreed in writing to be assumed by Purchaser or for which Purchaser has agreed in writing to be responsible in accordance with, or pursuant to the terms and conditions of, this Agreement;

(h) (i) all Liabilities relating to (x) Transferred Employees and (y) any Business Employees who do not become Transferred Employees in accordance with Section 6.3(e) as a result of Purchaser breaching its obligations under Section 6.3; and (ii) all Liabilities and obligations otherwise expressly assumed by Purchaser under Section 6.3; and

(i) All Liabilities set forth on Schedule 1.3(i).

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability (1) relating to or arising out of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller or any of its Affiliates of or under any Assigned Contracts, or (2) that is, or is contemplated to be, discharged or released under the Plan, all of which shall constitute Excluded Liabilities.

1.4 Excluded Liabilities. Purchaser and its Designee(s) shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “Excluded Liabilities”). Without limiting the foregoing, Purchaser and its Designee(s) shall not be obligated to assume, and do not assume, and hereby disclaim all the Excluded Liabilities, including the following Liabilities of any of the Sellers or of any predecessor of any of the Sellers:

(a) all cure costs required to be paid pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court (the “Cure Costs”);

(b) all Liabilities arising under or relating to any Employee Benefit Plan that is not an Acquired Seller Plan (including all assets, trusts, insurance policies and administration service contracts related thereto), and all Liabilities otherwise expressly deemed to be Excluded Liabilities under Section 6.3;

(c) except as expressly assumed under Section 1.3(a), Section 1.3(b), Section 1.3(c), Section 1.3(f), or Section 1.3(g), all Taxes of Sellers, or of or relating to the Excluded Assets, for any Tax period, and all Taxes of or relating to the Acquired Assets or Assumed Liabilities for any Tax period ending on or prior to the Closing Date, and for the pre-Closing portion of any Straddle Period, including all Taxes for which Sellers are responsible under Section 9.4(a); provided that, for the avoidance of doubt, any Taxes of an Acquired Entity for any Tax period shall not constitute an Excluded Liability;

(d) all Liabilities to the extent relating to Excluded Assets, including all Liabilities arising under executory Contracts that are not Assigned Contracts, and all intercompany Liabilities between or among any Seller(s), on the one hand, and any other Seller(s) (other than an Acquired Entity), on the other hand;

(e) all Liabilities arising from or related to any claim, Action, arbitration, audit, hearing, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) against any Seller or any Subsidiary thereof or any of their respective Affiliates, or related to the Acquired Assets or the Assumed Liabilities, pending or threatened or with respect to facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing Date;

(f) all Liabilities to any equityholder of any Seller or Subsidiary of a Seller (including to any equityholders who are also employees, but solely in their capacity as equityholders and not as employees);

(g) all Liabilities in respect of Indebtedness, including in respect of accrued or unpaid interest thereon and any premiums, fees, expenses or penalties (including prepayment or early termination fees) associated with the repayment thereof;

(h) all Liabilities arising out of or relating to services, products or product or service warranties of any Seller or any predecessor or Affiliate of any Seller to the extent provided, developed, designed, manufactured, sourced, produced, marketed, sold, or distributed prior to the Closing;

(i) except as expressly assumed pursuant to Section 1.3(g) and Section 1.3(h), all Liabilities of Sellers arising out of or relating to the winding down by Sellers of the business of Sellers, and any prepetition claims, rejection damages claims or other Liabilities arising in connection with the rejection of any Contracts pursuant to Section 1.5(b), other than, in each case, as contemplated by Section 1.5;

(j) all Liabilities arising under section 503(b)(9) of the Bankruptcy Code;

(k) all Liabilities for any legal, accounting, investment banking, reorganization, restructuring, brokerage or similar fees or expenses incurred, owed or subject to reimbursement by any Seller or any of the Acquired Entities or, in each case, any of their predecessors in connection with, resulting from or attributable to the Transactions or the Bankruptcy Cases or otherwise, including pursuant to the engagement letter with Guggenheim Securities; and

(l) all Liabilities for fees, costs and expenses that have been incurred or that are incurred, owed or subject to reimbursement by Sellers or any of the Acquired Entities or, in each case, any of their predecessors in connection with this Agreement or the administration of the Bankruptcy Cases and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the Transactions and each of the other documents delivered in connection herewith and (ii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, “success” fees, change of control payments and any other payment obligations of Sellers or of any of their predecessors payable as a result of the consummation of the Transactions and the documents delivered in connection herewith other than as contemplated by Section 1.5;

provided that in the event of a conflict between the terms of Section 1.3 and this Section 1.4, the terms of Section 1.3 will control; provided, however, that the Sellers hereby agree that Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any (i) Liabilities that arose prior to the Petition Date, including any Claims under Section 502(g) of the Bankruptcy Code; and (ii) any Claims, Administrative Claims, or other Liabilities of the Debtors or the Post-Effective Date Debtors that do not constitute Acquired Assets or Assumed Liabilities; provided further, however, if an Assumed Liability is an Allowed Administrative Claim, whether such Liability arose or is deemed to have arisen prior to the Petition Date shall not determine whether such Liability is an Excluded Liability for purposes hereunder.

Notwithstanding the foregoing, Purchaser hereby acknowledges and agrees that no Liability of any Acquired Entity shall be an Excluded Liability and that all Liabilities of any Acquired Entity as of the Closing shall continue to be the Liabilities of such Acquired Entity following the Closing.

1.5 Assumption/Rejection of Certain Contracts.

(a) Schedule 1.5(a) sets forth a true, complete and correct list, as of such date of delivery, of all executory Contracts and unexpired Acquired Leases to which any Seller is a party that are available for Purchaser to potentially acquire pursuant to Section 1.1(a) and Section 1.1(e) (the “Available Contracts”), including Sellers’ proposed Cure Costs associated with each such Contract and unexpired Lease set forth therein (the “Proposed Cure Costs”), which Schedule 1.5(a) may with the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed) be updated from time to time to add or remove any Contracts or Leases inadvertently included or excluded from such schedule or entered into following the date of such Schedule in accordance herewith. Upon written request by Purchaser, Sellers shall provide to Purchaser as promptly as practicable an updated Schedule 1.5(a) setting forth, to the Knowledge of Sellers, the Proposed Cure Costs as of the date of such request with respect to any Contracts or Leases identified by Purchaser in such written request.

(b) From the date hereof until the date that is ten (10) days prior to the scheduled Closing Date, Purchaser may, in its sole discretion, (i) designate any Contract, including any Intellectual Property license, and any Lease, in each case listed on Schedule 1.5(a) (other than any Excluded Data Center Contracts), for assumption and assignment to Purchaser or its Designee(s), effective on and as of the Closing, or (ii) designate any Contract (but only with the prior written consent of CTI (not to be unreasonably withheld, conditioned or delayed)) or Lease listed on Schedule 1.5(a) as an Excluded Contract for rejection effective on or as soon as reasonably practicable after the Closing (subject to Section 1.5(i)). Automatically upon any such designation by Purchaser in accordance with Section 1.5(b), any such Contract or Lease designated under Section 1.5(b)(i) shall be an Assigned Contract and any such Contract or Lease designated under Section 1.5(b)(ii) shall be an Excluded Contract for all purposes of this Agreement, and in each case with respect to an Excluded Contract, no Liabilities arising thereunder or relating thereto shall be assumed by Purchaser or be the Liability or responsibility of Purchaser, in each case, except as expressly set forth in this Section 1.5 or as Purchaser may otherwise consent to in writing (email being sufficient).

(c) The Assigned Contracts as of the date hereof that are to be assumed and assigned effective on and as of the Closing are set forth on Schedule 1.1(a) hereto, which Schedule shall (and shall be deemed to) (i) include, as of the date hereof, all Available Contracts, other than any Available Contracts set forth on Schedule 1.2(b) and the Excluded Data Center Contracts and (ii) be modified or supplemented to reflect additions or removals, as applicable, of Leases and Contracts that are (x) designated for assumption and assignment or (y) designated for rejection, in each case, as set forth in Section 1.5(b).

(d) Purchaser shall be responsible for the payment of any and all Liabilities of Purchaser, Sellers or any of their respective Affiliates under any Contracts or Leases that are designated for assumption and assignment (except for any Cure Costs, which shall be paid by Sellers in accordance with Section 5.2), in each case, that are incurred and come due and payable

during the period from and after the Closing through the effective date of such Contract's or Lease's assumption and assignment to Purchaser or its Designee in accordance with this Agreement. For the avoidance of doubt, from and after the Closing, Purchaser or its Designee shall pay all such Liabilities, and such other costs for which Purchaser is responsible under Section 1.5(i) (solely with respect to Acquired Leases), on a current basis as and when they come due and payable.

(e) Sellers shall provide timely and proper notice of the motion seeking entry of the Confirmation Order to all parties to any executory Contracts or unexpired Leases to which any Seller is a party that are Assigned Contracts and take all other actions reasonably necessary to cause such Assigned Contracts to be assumed by the Seller and assigned to the Purchaser (or its Designee) pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code. Sellers and Purchaser shall take all actions reasonably required to assume and assign the Assigned Contracts to Purchaser or its Designee (and for Purchaser or its Designee to assume all Assumed Liabilities in connection therewith), including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an Order of the Bankruptcy Court (which may be the Confirmation Order) containing a finding that the proposed assumption and assignment of the Contracts or Leases to Purchaser or its Designee satisfies all applicable requirements of sections 365 and 1123(b)(2) of the Bankruptcy Code. In the case of any Contract or Lease of a Canadian Seller listed on Schedule 1.5(a), the Canadian Sellers and Purchaser shall cooperate in good faith to provide for treatment of each such Contract or Lease in accordance with this Agreement, and pursuant to the pending CCAA Proceeding of such Canadian Sellers to the extent permitted by or otherwise in accordance with applicable Law.

(f) From the date any Contract or Lease is designated for assumption and assignment pursuant to Section 1.5(b) and continuing until such time as it is assumed by Purchaser or its Designee as an Assigned Contract, Sellers shall not reject, terminate, amend, supplement, modify, or waive or take affirmative action to exercise any rights under such Contract or Lease, without the prior written consent of Purchaser.

(g) From and after the Closing Date until sixty (60) days following Closing, the Seller Parties and Purchaser may (but shall have no obligation to) mutually agree to seek authorization from the Bankruptcy Court pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code to assume and assign a Contract that was not identified as an Assigned Contract as of Closing.

(h) If prior to the entry of a final decree closing the Chapter 11 Cases it is discovered by any Party that a Contract or Lease that is related to the business or the Acquired Assets was excluded from Schedule 1.5(a) (any such Contract, a "Previously Omitted Contract"), the discovering Party shall, promptly following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify the other Party in writing of such Previously Omitted Contract. If Purchaser wishes for the applicable Seller to assign such Previously Omitted Contract to Purchaser, Purchaser shall designate such contract as an Assigned Contract (i) within ten (10) Business Days following receipt of such notice from Seller or (ii) if such Previously Omitted Contract is identified prior to the Closing, on or before the Closing. Any such designated Previously Omitted Contract shall be deemed an Assigned Contract for all purposes under this Agreement. The Seller Parties and Purchaser shall seek authorization from the

Bankruptcy Court pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code to assume and assign any such Contract if so requested by Purchaser. If Purchaser fails to timely deliver a Designation Notice providing for the assumption and assignment of such Previously Omitted Contract, such Previously Omitted Contract shall be for all purposes under this Agreement an Excluded Contract.

(i) With respect to any Acquired Lease that Purchaser designates for rejection after the date hereof in accordance with Section 1.5(b), for a period from the Closing through and until the termination of all operations at and occupancy of all such sites:

(i) Purchaser shall be responsible for the payment of any actual and necessary costs and expenses and Liabilities of Sellers or their estates to third parties and actually incurred from and after the Closing in connection with (including any Taxes resulting solely from and that would not have been incurred but for) (A) the rejection of such Lease, (B) the winddown of all operations at, and the transfer or removal of all customers from, the site governed by such Lease, (C) all actions taken by Purchaser or its Affiliates or Advisors in connection with the foregoing; and (D) any incremental reasonable and documented out-of-pocket costs and expenses payable to Advisors or other professional service providers or otherwise by Sellers or their estates in connection with the foregoing matters; provided, that Purchaser shall only be responsible for such costs and expenses that constitute Administrative Claims that are Allowed; and provided further that Purchaser shall be entitled to all revenue or other proceeds generated from and after the Closing Date from the operations at the site governed by such Lease or the disposition of any assets (tangible or intangible) located at or related to the operations at the site governed by such Lease, it being the intent of the Parties that Purchaser bear the net economic benefit or burden of such operations from and after the Closing; provided further, however, that Purchaser shall not be responsible for the payment of any Claims arising prior to the Petition Date, including any Claims under Section 502(g) of the Bankruptcy Code, including Claims for rejection damages;

(ii) Purchaser acknowledges and agrees that Purchaser, its Affiliates, and its customers will be required to vacate the premises governed by such Lease in accordance with applicable Law and the Bankruptcy Code and any Orders of the Bankruptcy Court or CCAA Court (including the Confirmation Order with respect to (and the effectiveness of) the Plan) and Purchaser shall be responsible for any and all Liabilities related to such vacating of the premises, including related to any breach of Contract, Order, or Law arising from Purchaser or any customer failing to timely vacate (or leaving behind or abandoning any tangible assets at) such premises;

(iii) Purchaser shall, upon reasonable request, provide to Sellers any and all personnel, services, systems, and other resources as are reasonably necessary in connection with the continued operation until, and the completion of, the winddown of all operations at the site governed by such Lease, and Purchaser shall be responsible for all costs, expenses, and other Liabilities of the type and nature described in Section 1.5(i)(i) or Section 1.5(i)(ii) in connection therewith;

(iv) Sellers shall reject such Lease as requested by Purchaser in accordance with this Section 1.5 and subject to Section 1.5(i)(ii);

(v) Purchaser shall direct and control all operations at the site governed by such Lease and the winddown thereof, including personnel at such site, all communications and relations with the customers at such site and their potential relocation, until the termination of all operations at and occupancy of such site; provided that each Seller agrees to use its reasonable best efforts to reasonably cooperate with Purchaser in effectuating, and timely provide any reasonable assistance requested by Purchaser, the winddown of operations and occupancy at such site; and

(vi) Notwithstanding anything else to the contrary herein and the retention of bare legal title of any Lease by Sellers, Purchaser or a Designee shall acquire all benefits and assume all burdens of ownership with respect to the Leases (and the Parties intend that the provisions herein be interpreted consistent with this Section 1.5(i)(vi)) and the Parties agree that Purchaser or a Designee shall be treated as having acquired such Lease and any related intangible for U.S. federal (and other applicable) income Tax purposes as of the Closing.

1.6 Non-Assignment. Notwithstanding anything herein to the contrary, a Contract, Lease or insurance policy (each, a "Specified Asset") shall not be an Assigned Contract or Acquired Asset, as applicable, hereunder and shall not be assigned to, or assumed by, Purchaser or its Designee to the extent that such Specified Asset (i) is terminated by a Seller (subject to Section 6.1(b)(v)) or the counterparty thereto, or terminates or expires by and in accordance with its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract or Acquired Asset, as applicable, hereunder and is not continued or otherwise extended upon assumption, or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser or its Designee of the applicable Seller's rights under such Specified Asset, and such Consent or Governmental Authorization has not been obtained prior to the Closing. In addition, a Permit or Governmental Authorization shall not be assigned to, or assumed by, Purchaser or its Designee to the extent that such Permit or Governmental Authorization requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser or its Designee of the applicable Seller's rights under such Permit or Governmental Authorization, and no such Consent or Governmental Authorization has been obtained prior to the Closing. In the event that any Specified Asset is deemed not to be assigned pursuant to clause (ii) in the first sentence of this Section 1.6 or any Permit is deemed not to be assigned pursuant to the second sentence of this Section 1.6, the Closing shall nonetheless occur subject to the terms and conditions set forth herein and, thereafter, through the earlier of (x) such time as such Consent or Governmental Authorization is obtained and (y) twelve (12) months following the Closing (or in each case of clauses (x) and (y), the remaining term of such Contract or the closing of the Bankruptcy Case, if shorter), Sellers and Purchaser shall (A) use commercially reasonable efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser or a Designee or an Affiliate thereof any or all of any Seller's rights and obligations with respect to any such Specified Asset or Permit or Governmental Authorization, under which

(1) Purchaser or its Designee shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits under such Specified Asset or Permit or Governmental Authorization with respect to which the Consent or Governmental Authorization has not been obtained and (2) Purchaser or its Designee shall assume any related burden and obligation (including performance) with respect to such Specified Asset or Permit or Governmental Authorization, in each case, subject to the final sentence of this Section 1.6. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Specified Asset or Permit or Governmental Authorization after the Closing, Seller's right, title and interest in and to such Specified Asset or Permit or Governmental Authorization shall promptly be transferred and assigned to Purchaser or its Designee(s) in accordance with the terms of this Agreement, the Plan, the Confirmation Order, and the Bankruptcy Code. Notwithstanding anything herein to the contrary (x) the provisions of this Section 1.6 shall not apply to any Consent or approval required under the HSR Act and any Antitrust Laws, which Consent or approval shall be governed by Section 6.4 and the Bankruptcy Code. Without limitation of the foregoing, prior to the Closing, Sellers shall cooperate with Purchaser or its Designee in connection with obtaining any Consent, including by providing Purchaser or its Designee with reasonable access to and facilitating discussions with the applicable counterparties (after consultation with, and with the presence or participation of, Sellers) in respect of such Consents, and shall use commercially reasonable efforts to assist Purchaser or its Designee with obtaining such Consents as promptly as practicable after the date hereof and prior to the Closing. The Parties shall reasonably cooperate to effect any transfers or other arrangements described in this Section 1.6 in a manner that is mutually Tax efficient for the Parties and their respective Affiliates, including by treating any Seller (or applicable Affiliate thereof) initially in possession of any payment referenced in this Section 1.6 after the Closing as holding such payment as an agent or nominee for the Purchaser or its applicable Designee for income and other applicable Tax purposes to the extent permitted by applicable Law.

1.7 Designated Purchaser(s).

(a) In connection with the Closing, Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 1.7, one (1) or more of its Affiliates or, with the prior written consent of CTI (which shall not be unreasonably withheld, conditioned or delayed and which may be by email (it being agreed that it would be unreasonable for CTI not to consent to the Person (or any of its Affiliates) previously identified by Purchaser to Sellers as a possible Designee)), any other Person, in each case, to exercise Purchaser's rights or obligations to acquire any of the Acquired Assets and assume any of the Assumed Liabilities, in accordance with Sections 1.1 and 1.3 and all of the other terms of this Agreement applicable thereto (each such Person that is properly designated by Purchaser in accordance with this Section 1.7, a "Designee"); provided that no such designation would materially delay the Closing or materially and adversely affect the receipt of any regulatory approval. Prior to the Closing, Purchaser may rescind any such designation upon written notice to CTI (including via email). At and after the Closing, Purchaser shall, or shall cause its respective Designee(s) to, honor Purchaser's obligations (to the extent of the designation) at and from and after the Closing, and the Purchaser shall not be relieved of any Liability or obligation hereunder until satisfaction of such Liability or obligation by such Designee(s). Purchaser shall, promptly upon request by CTI, reimburse Sellers for their reasonable and documented out-of-pocket costs arising out of their complying with their obligations under this Section 1.7(a) and Section 6.18; provided that such reimbursable costs shall not exceed \$250,000 in the aggregate without

Purchaser's prior written consent. Purchaser shall further indemnify and hold harmless the Seller Parties from and against any and all Liabilities (other than Liabilities in respect of income Taxes, except to the extent such Liabilities in respect of income Taxes constitute Assumed Liabilities under Section 1.3(f)), suffered or incurred by them solely as a result of (and which would not have arisen but for) their complying with their obligations under this Section 1.7(a) and Section 6.18, in each case, except such Liabilities suffered or incurred as a result of such Person's gross negligence, willful misconduct or willful breach of this Agreement, in each case, as determined by a final, non-appealable decision of a court of competent jurisdiction. After the Closing, any reference to Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall be deemed to include reference to Purchaser's Designee(s), if any, whether or not such reference so appears. For the avoidance of doubt, by agreeing to honor Purchaser's obligations pursuant to this Section 1.7, a Designee agrees, and such Designee shall agree in writing, to be bound by all obligations applicable to Purchaser (to the extent of the designation), including those covenants contained in Article VI; provided that notwithstanding the designation of any one or more Designee(s) pursuant to this Section 1.7(a), from and after the date of any designation of a Designee and continuing after the Closing, except as required by applicable Law or to the extent necessary to effect the Transactions contemplated herein, Sellers shall be entitled to engage solely with and rely solely on any action, omission, decisions, communications, or writings of Purchaser (including on behalf of any Designee) with respect to any matters arising under and related to this Agreement or the Transactions, including the matters contemplated by Section 2.7, Article VI, Article IX, or any Agreement Dispute, including with respect to any waiver of any Closing condition or amendment to this Agreement. Notwithstanding anything to the contrary set forth herein, Sellers shall not have any Liability, including to any Designee, for any act or omission taken or not taken in reliance upon the actions taken or not taken or decisions, communications or writings made, given or executed by Purchaser on behalf of any Designee.

(b) The designation of a Designee in accordance with this Section 1.7 shall be made by Purchaser by way of a written notice to be delivered to the Sellers in no event later than five (5) Business Days prior to the Closing.

(c) For the avoidance of doubt, in the event any Designee fails to comply with any of its obligations hereunder (including with respect to any DLR Transaction and including any failure to deliver any items required to be delivered by such Designee at or prior to the Closing) or fails to comply with any Contract or obligations with Purchaser or any of its Affiliates, Purchaser shall still be required to consummate the Closing and the Transactions in accordance with the terms and subject to the conditions of this Agreement as if such Designee was not a Designee hereunder (which may include, if applicable as a result of any of the foregoing, not consummating the applicable DLR Transaction).

1.8 Certain Bank Accounts. At the Closing, Sellers shall cause Cyxtera Receivables Holdings, LLC, a Delaware limited liability company and Subsidiary of Sellers, to deliver to Purchaser all right, title and interest of Cyxtera Receivables Holdings, LLC in, to and under all

bank accounts thereof, free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances.

ARTICLE II CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment; Estimated Adjustment Amount.

(a) The aggregate consideration (collectively, the “Purchase Price”) to be paid by or on behalf of Purchaser at the Closing for the purchase of the Acquired Assets shall be the sum of (i) a cash payment of \$775,000,000, plus (ii) the Estimated Adjustment Amount (which may be expressed as a positive or negative number) (the result of (i) and (ii), the “Cash Payment”) and (iii) the assumption of the Assumed Liabilities in accordance herewith. At least five (5) Business Days prior to the scheduled Closing Date, CTI (on behalf of the Sellers) shall deliver (or cause to be delivered) to Purchaser, a preliminary statement (the “Estimated Closing Statement”) that sets forth the Sellers’ good faith estimates of the (i) Cash Amount, (ii) Closing Working Capital and the resulting estimated Working Capital Overage or Working Capital Underage, if any, (iii) Factoring Facility Payoff Amount and (iv) Adjustment Amount resulting therefrom (which may be expressed as a positive or negative number) (such amount in the foregoing clause (iv), the “Estimated Adjustment Amount”), in each case, prepared in accordance with Exhibit F hereto and this Agreement, and accompanied by reasonably detailed supporting documentation for the estimates and calculations contained therein. The Cash Amount, the Closing Working Capital, the Working Capital Overage or Working Capital Underage, as applicable, the Factoring Facility Payoff Amount and the Adjustment Amount will be determined in accordance with the definitions set forth in this Agreement and will not include any changes in assets or liabilities as a result of purchase accounting adjustments. During the period after the delivery of the Estimated Closing Statement and prior to the Closing Date, Purchaser shall have an opportunity to review the Estimated Closing Statement and CTI (on behalf of the Sellers) shall provide Purchaser and its Advisors reasonable access to all properties, books and records relating thereto and the officers and other employees and advisors of the Sellers and their Affiliates, in each case, to the extent reasonably necessary to assist Purchaser and its Advisors in their review of the Estimated Closing Statement. CTI (on behalf of the Sellers) shall cooperate with Purchaser in good faith to mutually agree upon the Estimated Closing Statement in the event Purchaser disputes any item proposed to be included therein, and the Estimated Closing Statement shall be updated by CTI (on behalf of the Sellers) accordingly to reflect any such resolution prior to the Closing; provided that, to the extent that CTI (on behalf of the Sellers) and Purchaser do not agree (it being understood that neither Party shall be required to agree with the other Party) as to any one or more items by the day immediately preceding the Closing Date, then with respect to each such item the amount of such item set forth in the initial Estimated Closing Statement sent by CTI (on behalf of the Sellers) will be used for purposes of calculating the Cash Payment for the Closing.

(b) At the Closing, Purchaser (or its Designee) shall deliver, or cause to be delivered, to Sellers an aggregate amount equal to the Cash Payment less the Deposit (the “Closing Date Payment”); provided that, in the event that a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b), the Closing Date Payment for all purposes of this Agreement shall be reduced by the sum of (i) the DLR Closing Proceeds that are actually delivered, or caused to be delivered, in cash by the UK Seller, the Germany Seller, or the Singapore Seller (as

applicable) to the other Sellers prior to or at the Closing pursuant to Section 6.20 and (ii) the US Intangibles Consideration Payment. Subject to Section 6.20, the Closing Date Payment and any cash payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Person to (or for the benefit of) whom such payment is to be made, with such designation to be made at least two (2) Business Days prior to the date such payment is to be made.

(c) In the event that the transactions contemplated by the Specified Agreement are consummated in accordance therewith following the Closing, but prior to the date that is ninety (90) days following the Closing Date (the “Specified Date”), and Purchaser (or its applicable Affiliate) actually receives the Closing Date Payment (as defined in the Specified Agreement) prior to the Specified Date, Purchaser shall promptly deliver to Sellers, by wire transfer of immediately available funds to such bank account as shall be designated in writing by CTI, cash in an aggregate amount equal to the Adjusted Specified Closing Date Payment. For purposes of this Agreement, the “Adjusted Specified Closing Date Payment” shall mean the amount equal to (i) the Closing Date Payment (as defined in the Specified Agreement) less (ii) the aggregate amount of all costs, expenses and Taxes incurred by Purchaser and its Affiliates in connection with, or in consummating, the transactions contemplated by the Specified Agreement from and after the Closing, which Taxes shall be computed by Purchaser in its good faith discretion and by assuming that Purchaser and its applicable Affiliates have no Tax attributes or assets other than any basis in the assets sold pursuant to the Specified Agreement actually available to the applicable Affiliate of Purchaser acquiring such assets under the terms of this Agreement. Notwithstanding anything to the contrary herein, including Sections 1.1(a), 1.1(s), 1.2(b) and 1.2(l) or in the definition of Excluded Data Center Contracts, in the event that the transactions contemplated by the Specified Agreement are consummated following the Closing, but prior to the Specified Date, (i) the Specified Agreement shall be deemed an Excluded Contract and (ii) the “Acquired Assets” (as defined in and only to the extent defined in the Specified Agreement) shall be deemed Excluded Assets, in the case of each of the foregoing clauses (i) and (ii), as of the Closing for all purposes of this Agreement. In furtherance of the foregoing, the Parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments, and will take, or cause to be taken, all such further or other actions as may be reasonably necessary or desirable to evidence and effectuate the transactions contemplated in this Section 2.1(c).

2.2 Deposit.

(a) Purchaser will, no later than forty-eight (48) hours after the date hereof, make, or cause to be made, an earnest money deposit with Acquiom Clearinghouse LLC (the “Escrow Agent”) in the amount equal to \$77,500,000 (the “Deposit”), by wire transfer of immediately available funds for deposit into a separate segregated, interest bearing escrow account (the “Escrow Account”) maintained by the Escrow Agent in accordance with the Bidding Procedures Order and established pursuant to the escrow agreement, dated as of the date hereof, by and among CTI, Purchaser and the Escrow Agent (the “Escrow Agreement”). The Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Purchaser and, if the Closing occurs, shall be applied in accordance with Section 2.2(e).

(b) If this Agreement has been terminated by Sellers pursuant to Section 8.1(d) or 8.1(f) (or by Purchaser pursuant to Section 8.1(c)), in circumstances where Sellers would be entitled to terminate this Agreement pursuant to Section 8.1(d) or 8.1(f), then the Parties shall promptly, but in any event within five (5) Business Days after such termination hereof, deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Seller, and Seller shall retain the Deposit (together with any and all investment interest thereon if any).

(c) If this Agreement has been terminated by any Party, other than as contemplated by Section 2.2(b), then the Parties shall promptly, but in any event within five (5) Business Days after such termination hereof, deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Purchaser, and the Deposit, together with any and all investment interest thereon, if any, shall be returned to Purchaser within five (5) Business Days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.2(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(e) If the Closing occurs, at the Closing, the Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer, by wire transfer of immediately available funds, an amount equal to (i) 100% of the Deposit minus (ii) the Adjustment Escrow Amount to such account(s) as may be designated by Seller as a credit toward payment of the Cash Payment pursuant to Section 2.1(a), and the remaining portion of the Deposit in the Escrow Account shall continue to be held in accordance with the Escrow Agreement and the terms and conditions of this Agreement.

2.3 Closing.

(a) Except as set forth in Section 2.3(b), if applicable, the closing of the purchase and sale of the Acquired Assets, the delivery of the Closing Date Payment, and the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022) at 10:00 a.m. Eastern Time on the fourth (4th) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or due waiver (by the Party entitled to the benefit of such condition) at the Closing), or at such other place and time as the Parties may agree in writing; provided that, without limiting the foregoing, the Closing Date will coincide with the Effective Date of the Plan; provided, further, that, notwithstanding the full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in

Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or due waiver (by the Party entitled to the benefit of such condition) at the Closing), the Closing shall not occur prior to January 2, 2024 without the prior written consent of the Purchaser. The date on which the Closing actually occurs is referred to herein as the “Closing Date.”

(b) Notwithstanding the generality of Section 2.3(a), if Purchaser provides CTI with written notice, at least ten (10) Business Days prior to the anticipated Closing Date, of its election to effect (x) the UK Transaction in accordance with Section 6.18(a), (y) the Germany Transaction in accordance with Section 6.18(b), or (z) the Singapore Transaction in accordance with Section 6.18(c) (any such notice, a “DLR Election Notice”, and any transactions to be consummated in accordance with such a DLR Election Notice, a “DLR Transaction”, and collectively, the “DLR Transactions”), then at the Closing, the Parties shall take, or cause to be taken, the following actions in the order set forth below (it being understood that no successive step shall be undertaken or initiated until the immediately preceding step has been completed), it being understood that the Parties shall coordinate timing of the payments in clause (i) below at such times which are feasible in the time zones of the applicable jurisdictions:

(i) *first*, (w) the consummation of the UK Transaction and the delivery of the UK Consideration Payment in accordance with Section 6.18(a), (x) the consummation of the Germany Transaction and the delivery of the Germany Consideration Payment in accordance with Section 6.18(b), (y) the consummation of the Singapore Transaction and the delivery of the Singapore Consideration Payment in accordance with Section 6.18(c), and (z) the consummation of the US Intangibles Transfer and the delivery of the US Intangibles Consideration Payment in accordance with Section 6.18(d), in the case of each of the foregoing clauses (w), (x), (y) and (z), occurring simultaneously and solely to the extent contemplated in the DLR Election Notice provided by Purchaser to CTI in accordance with this Section 2.3(b);

(ii) *second*, the distribution of the Aggregate DLR Consideration Amount to an applicable Seller(s) in accordance with Section 6.20; and

(iii) *third*, the consummation of the remaining transactions contemplated by this Agreement to be completed at the Closing pursuant to Section 2.3, taking into account the foregoing clauses (i) and (ii).

2.4 Closing Deliveries by Sellers. At or prior to the Closing, the Sellers shall deliver to Purchaser (or its applicable Designee), or in the case of the Adjustment Escrow Amount, the Escrow Agent:

(a) one or more applicable bill(s) of sale and assignment and assumption agreement(s) substantially in the form of Exhibit A (each, an “Assignment and Assumption Agreement”), each with respect to such Acquired Assets and Assumed Liabilities as determined by Purchaser (but all of which shall, in the aggregate, include all Acquired Assets and Assumed Liabilities), duly executed by the applicable Sellers;

(b) a short-form patent assignment agreement substantially in the form of Exhibit B, duly executed by the applicable Sellers;

(c) a short-form trademark assignment agreement substantially in the form of Exhibit C, duly executed by the applicable Sellers;

(d) a short-form copyright assignment agreement substantially in the form of Exhibit D, duly executed by the applicable Sellers;

(e) a short-form domain name transfer agreement substantially in the form of Exhibit G, duly executed by the applicable Sellers;

(f) instruments, agreement, or other documents, in each case in customary form that are necessary or advisable to transfer the Equity Interests of the Transferred Subsidiaries to Purchaser in the manner required by applicable Law, which instruments, agreement, or documents shall not expand any representation or warranty, or any remedy or Liability, of any Party, duly executed by the applicable Sellers, together with certificates representing all of the Equity Interests of the Transferred Subsidiaries (to the extent that such Equity Interests are certificated), each in a form reasonably satisfactory to Sellers and Purchaser;

(g) an assignment and assumption (or, if requested by Purchaser, assignments and assumptions) of lease for the Acquired Leases substantially in the form of Exhibit E (the “Assignment and Assumption of Lease”), duly executed by Sellers (and, in the case of each Acquired Lease of record, the applicable assignment and assumption shall be in a form customary for recordation in each applicable jurisdiction or, in each case, Sellers shall deliver to Purchaser a memorandum thereof in a form customary for recordation in each applicable jurisdiction duly executed by the applicable Seller, in each case, which assignments and assumptions and memoranda shall not expand any representation or warranty, of any agreement or Liability of any Party);

(h) a quit claim deed with respect to each Owned Real Property, duly executed by the applicable Sellers;

(i) an IRS Form W-9 or IRS Form W-8, as applicable, executed by each Seller or such Seller’s regarded owner for U.S. federal income Tax purposes;

(j) where applicable, the joint election(s) contemplated by Section 9.1(b);

(k) where applicable, the Clearance Certificate(s) contemplated by Section 9.1(d);

(l) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of CTI certifying that the conditions set forth in Sections 7.2(a), 7.2(b) and 7.2(d) have been satisfied;

(m) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) and such DLR Election Notice contemplates the consummation of the Germany Transaction, the Germany Lease Termination Agreement(s) duly executed by the Germany Seller;

(n) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) and such DLR Election Notice contemplates a Singapore Lease Termination, the Singapore Lease Termination Agreement(s) duly executed by the Singapore Seller;

(o) a joint written instruction to the Escrow Agent to release a portion of the Deposit in accordance with Section 2.2(e), duly executed by CTI; and

(p) any additional instruments, agreements and other documents, each in form reasonably satisfactory to Sellers and Purchaser and customary for each applicable jurisdiction, that are required by local Law to be, or are customarily, filed or recorded with deeds or assignments and assumptions of lease (or memoranda thereof) in the applicable jurisdiction to give effect to this Agreement or required in connection with the consummation of any DLR Transaction, including, in each case, certificates, filings, Contracts, agreements or other documentation reasonably requested by Purchaser, in each case duly executed by the applicable Seller, which instruments, agreements, and documents shall not expand any representation or warranty, or any remedy or Liability, of any Party.

2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser (or its applicable Designee) shall deliver to (or at the direction of) Sellers:

(a) the Closing Date Payment; provided that if a DLR Election Notice is delivered by Purchaser in accordance with Section 2.3(b), then the Aggregate DLR Consideration Amount shall first be paid to the UK Seller, the Germany Seller, or the Singapore Seller, as applicable, and distributed pursuant to Section 6.20 (as the DLR Closing Proceeds) prior to the payment of the Closing Date Payment hereunder;

(b) the Assignment and Assumption Agreement(s), duly executed by Purchaser (or its applicable Designee);

(c) a short-form patent assignment agreement substantially in the form of Exhibit B, duly executed by the Purchaser;

(d) a short-form trademark assignment agreement substantially in the form of Exhibit C, duly executed by the Purchaser;

(e) a short-form copyright assignment agreement substantially in the form of Exhibit D, duly executed by Purchaser;

(f) a short-form domain name transfer agreement substantially in the form of Exhibit G, duly executed by the applicable Sellers;

(g) each Assignment and Assumption of Lease, duly executed by Purchaser;

(h) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b), and such DLR Election Notice contemplates the consummation of the Germany Transaction, the Germany Lease Termination Agreement(s) duly executed by the applicable Designee or its Affiliate;

(i) if a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) and such DLR Election Notice contemplates a Singapore Lease Termination, the Singapore Lease Termination Agreement(s) duly executed by the applicable Designee or its Affiliate;

(j) where applicable, the joint election(s) contemplated by Section 9.1(b);

(k) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied;

(l) a joint written instruction to the Escrow Agent to release a portion of the Deposit in accordance with Section 2.2(e), duly executed by Purchaser; and

(m) any additional instruments, agreements and other documents, each in form reasonably satisfactory to the Sellers and Purchaser and customary for each applicable jurisdiction, that are required by local Law to be, or are customarily, filed or recorded with deeds or assignments and assumptions of lease (or memoranda thereof) in the applicable jurisdiction to give effect to this Agreement, in each case duly executed by Purchaser, which instruments, agreements, and documents shall not expand any representation or warranty, or any remedy or Liability, of any Party.

2.6 Post-Closing Adjustment.

(a) Within ninety (90) days after the Closing Date, Purchaser shall deliver (or shall cause to be delivered) to CTI (on behalf of all of the Sellers) a statement (the "Statement") setting forth Purchaser's good faith calculations of (i) Cash Amount, (ii) Closing Working Capital and the resulting estimated Working Capital Overage or Working Capital Underage, if any, (iii) the Factoring Facility Payoff Amount and (iv) the Adjustment Amount resulting therefrom (which may be expressed as a positive or negative number), accompanied by reasonably detailed supporting documentation for the estimates and calculations contained therein, including changes from the corresponding amounts in the Estimated Closing Statement. Purchaser shall not amend, supplement or modify the Statement following its delivery to CTI. The Cash Amount, the Closing Working Capital, the Working Capital Overage or Working Capital Underage, as applicable, the Factoring Facility Payoff Amount and the Adjustment Amount will be determined in accordance with the definitions set forth in this Agreement and will not include any changes in assets or liabilities as a result of purchase accounting adjustments. The Parties agree that the purpose of determining the Final Adjustment Amount is solely to accurately measure changes (if any) in the Estimated Adjustment Amount set forth in the Estimated Closing Statement in accordance with this Agreement (including Exhibit F) in order to determine the Seller Adjustment Amount or Purchaser Adjustment Amount, as applicable, and that such processes are not intended to permit the introduction of principles, policies, practices, procedures, methodologies, classifications or methods that are different from those set forth in Exhibit F.

(b) The Statement shall become final and binding upon all of the Parties at 5:00 p.m. in New York, New York on the thirtieth (30th) day following the date on which the Statement was timely delivered by Purchaser to CTI within the applicable number of days as set

forth in Section 2.6(a), unless CTI (on behalf of the Sellers) delivers written notice of its disagreement with the Statement (a “Notice of Disagreement”) to Purchaser prior to such time. Any Notice of Disagreement shall specify in reasonable detail the nature and the amount of any disagreement so asserted. If a Notice of Disagreement is received by Purchaser in accordance with the first sentence of this Section 2.6(b) then the Statement (as revised in accordance with this Section 2.6(b)) shall become final and binding upon the Sellers and Purchaser on the earlier of (i) the date CTI (on behalf of the Sellers) and Purchaser resolve in writing any and all differences they have with respect to the matters specified in the Notice of Disagreement and (ii) if any differences remain that CTI and Purchaser are unable to resolve following the Discussion Period referred to below, the date any such remaining disputed matters are finally resolved in writing by the Independent Accountant. During the fourteen (14)-day period (or such longer period as the Parties may agree in writing, the “Discussion Period”) following the delivery of a Notice of Disagreement, CTI (on behalf of the Sellers) and Purchaser shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Notice of Disagreement. All discussions related thereto will be governed by Rule 408 of the Federal Rules of Evidence (as in effect as of the date of this Agreement) and any applicable similar state rule, unless otherwise agreed in writing by Sellers and Purchaser. If at the end of such Discussion Period, CTI (on behalf of the Sellers) and Purchaser have not resolved in writing the matters specified in the Notice of Disagreement, then, no later than ten (10) days following such Discussion Period, CTI and Purchaser shall submit to the Independent Accountant for resolution, in accordance with the standards set forth in this Section 2.6. Each of CTI (on behalf of the Sellers) and Purchaser shall use reasonable efforts to cause the Independent Accountant to render a written decision resolving the matters submitted to the Independent Accountant within thirty (30) days of the receipt of such submission, and the Independent Accountant shall resolve only matters that remain in dispute as submitted by the Parties. Purchaser and CTI (on behalf of the Sellers) will execute a customary engagement letter if so requested by the Independent Accountant and will cooperate with the Independent Accountant during the term of its engagement. The Independent Accountant will have exclusive jurisdiction over any disputes arising out of or relating to the adjustments pursuant to this Section 2.6, and resort to the process involving the Independent Accountant as provided in this Section 2.6(b) will be the only recourse and remedy of the Parties against one another with respect to any such dispute. The scope of the disputes to be resolved by the Independent Accountant shall be limited to correcting mathematical errors and determining whether the items in dispute were determined in accordance with this Agreement. The Independent Accountant’s decision shall be based solely on written submissions by CTI (on behalf of the Sellers) and Purchaser and their respective Advisors and not by independent review, acting as an accountant and not as an arbitrator, and, shall be final and binding on all of the Parties and not subject to appeal or further review. The Independent Accountant may not assign a value for any item that is greater than the greatest value for such item claimed by either Party or smaller than the smallest value for such item claimed by either Party. Judgment may be entered upon the determination of the Independent Accountant in any court having jurisdiction over the Party against which such determination is to be enforced. The fees, costs and expenses of the Independent Accountant incurred pursuant to this Section 2.6 (the “Accounting Fees”) shall be borne *pro rata* as between the Sellers, on the one hand, and Purchaser, on the other hand, in proportion to the final allocation made by such Independent Accountant of the disputed items weighted in relation to the claims made by CTI and Purchaser, such that the prevailing Party pays the lesser proportion of such fees, costs and expenses. For example, if Purchaser claims that the

appropriate adjustments are, in the aggregate, \$1,000 greater than the amount determined by CTI and if the Independent Accountant ultimately resolves the dispute by awarding to Purchaser an aggregate of \$300 of the \$1,000 contested, then the fees, costs and expenses of the Independent Accountant will be allocated 30% (*i.e.*, $300 \div 1,000$) to the Sellers and 70% (*i.e.*, $700 \div 1,000$) to Purchaser. In connection with its determination of Final Adjustment Amount, the Independent Accountant will, pursuant to the terms of this Section 2.6(b), also determine the allocation of the Accounting Fees between Purchaser and Sellers, which such determination will be final, conclusive and binding upon the Parties.

(c) As used herein, “Final Adjustment Amount” means (i) if CTI (on behalf of the Sellers) fails to deliver a Notice of Disagreement in accordance with Section 2.6(b), the Adjustment Amount as set forth in the Statement or (ii) if the Adjustment Amount is resolved by Purchaser and CTI (on behalf of the Sellers) or by submission of any disputes to the Independent Accountant, as contemplated by Section 2.6(b), the Adjustment Amount as so resolved.

(d) Upon the determination of the Final Adjustment Amount in accordance with Section 2.6(b):

(i) if the Final Adjustment Amount exceeds the Estimated Adjustment Amount (any such excess, the “Seller Adjustment Amount”), within five (5) Business Days after the Final Adjustment Amount is determined (A) Purchaser shall pay to CTI, by wire transfer of immediately available funds, an amount equal to the lesser of (x) an amount equal to the Seller Adjustment Amount and (y) an amount equal to the Adjustment Escrow Amount, it being acknowledged and agreed by the Parties that the maximum amount Purchaser shall be required to pay pursuant to this Section 2.6 shall not exceed the Adjustment Escrow Amount even if such amount is less than the Seller Adjustment Amount and (B) Purchaser and CTI shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to release to CTI the Adjustment Escrow Amount from the Escrow Account;

(ii) if the Estimated Adjustment Amount exceeds the Final Adjustment Amount (any such excess, the “Purchaser Adjustment Amount”), within five (5) Business Days after the Final Adjustment Amount is determined: (A) CTI and Purchaser shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to make payment from the Escrow Account by wire transfer of immediately available funds to Purchaser of an amount equal to such Purchaser Adjustment Amount, which amount shall not exceed the Adjustment Escrow Amount, and (B) if the Purchaser Adjustment Amount is less than the Adjustment Escrow Amount, Purchaser and CTI shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to release to CTI the amount by which the Adjustment Escrow Amount exceeds the Purchaser Adjustment Amount; or

(iii) if the Final Adjustment Amount equals the Estimated Adjustment Amount, within five (5) Business Days after the Final Adjustment Amount is determined Purchaser and CTI shall provide joint written instruction to the Escrow Agent directing the Escrow Agent to release to CTI the Adjustment Escrow Amount from the Escrow Account. Upon payment of the amounts provided in this Section 2.6(d), none of the Parties may make or assert any claim under this Section 2.6. Any payment to be made pursuant to this

Section 2.6(d) will be treated by all Parties for applicable Tax purposes as an adjustment to the Purchase Price (unless otherwise required by applicable Law).

(e) Purchaser agrees that payment of the Purchaser Adjustment Amount (if any) from the Adjustment Escrow Amount in the Escrow Account in accordance with the Escrow Agreement will be the sole and exclusive remedy for Purchaser for payment of the Purchaser Adjustment Amount, if any, and the Adjustment Escrow Amount in the Escrow Account will be Purchaser's sole and exclusive source of recovery for any amounts owing to Purchaser pursuant to this Section 2.6, even if the Purchaser Adjustment Amount exceeds the Adjustment Escrow Amount. The Parties further agree that the adjustments to the Adjustment Amount provided for in this Section 2.6, and the dispute resolution provisions provided for in this Section 2.6, will be the exclusive remedy for the matters addressed or that could be addressed by this Section 2.6. For the avoidance of doubt, and without limiting the generality of the foregoing, no claim by Purchaser or any of its Affiliates or advisors for the payment of the Purchaser Adjustment Amount will be asserted against any of the Sellers.

(f) No actions taken by Purchaser, on its own behalf or on behalf of the Acquired Entities, on or following the Closing Date, shall be given effect for purposes of determining the Adjustment Amount or any component thereof. During the period of time from and after the Closing Date through the final determination and payment of any Seller Adjustment Amount or Purchaser Adjustment Amount in accordance with this Section 2.6, Purchaser shall afford, and shall cause the Acquired Entities to afford, to CTI and its Advisors reasonable access during normal business hours upon reasonable advance notice to all the properties, books, Contracts, personnel, Advisors (subject to execution of customary access letters) and records of Purchaser and the Acquired Entities and such Advisors (including work papers subject to execution of customary access letters) relevant to the Sellers' review of the Statement and Purchaser's determination of the Adjustment Amount or any component thereof in accordance with this Section 2.6.

2.7 Withholding. Each of Purchaser and its Affiliates, and the Escrow Agent, shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement to any Seller (including pursuant to Section 2.2) such amounts as Purchaser (or its applicable Affiliate), or the Escrow Agent, is required to deduct and withhold under applicable Tax law, with respect to the making of such payment; provided, however, that except for any amounts that are withheld by reason of any Seller's failure to provide the certificate described in Section 2.4(i), Purchaser shall use commercially reasonable efforts to notify such Seller at least five (5) Business Days prior to the Closing Date of any potentially applicable withholding requirement of which Purchaser is aware, and each of the Parties agrees to take commercially reasonable efforts to cooperate to eliminate or reduce any such deduction or withholding. All amounts so withheld shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made, and shall be timely paid by Purchaser (or its applicable Affiliate) to the applicable Governmental Body.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as (a) disclosed in the forms, reports, schedules, statements, exhibits and other documents filed with the SEC by CTI in respect of Sellers and their business during the twelve (12) months preceding the date hereof and solely to the extent publicly available on the SEC's EDGAR database (the "Filed SEC Documents") (other than any disclosures set forth under the headings "Risk Factors" or "Forward-Looking Statements" in such Filed SEC Documents and any other disclosures included therein to the extent they are forward-looking in nature) or (ii) set forth in the Schedules delivered by Sellers concurrently herewith (each, a "Schedule" and collectively, the "Schedules") and subject to Section 10.10, Sellers represent and warrant to Purchaser as follows.

3.1 Organization and Qualification.

(a) Except as set forth in Schedule 3.1(a), (i) each Seller is a corporation, unlimited liability corporation, or limited liability company, as applicable, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation and (ii) each Acquired Entity is duly organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the Laws of the jurisdiction of its organization. Except as set forth in Schedule 3.1(a), each Seller and Acquired Entity has all requisite corporate or similar organizational power and authority necessary to own or lease its assets and properties and to operate its business as it is now being conducted, subject to the provisions of the Bankruptcy Code, and is duly licensed or qualified to do business under the Laws of each jurisdiction in which the nature of its business or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) True, complete and correct copies of each of the Acquired Entities' Organizational Documents have been provided to Purchaser prior to the date hereof. All such Organizational Documents are in full force and effect on the date hereof and no Seller or Acquired Entity is in violation of any of the provisions of its Organizational Documents, except as would not reasonably be expected to be material to such Seller or Acquired Entity.

(c) Schedule 3.1(c) sets forth a true, complete and correct list of (i) each of the Acquired Entities and (ii) each jurisdiction in which each Seller and Acquired Entity is duly licensed or qualified to do business.

3.2 Authorization of Agreement.

(a) Subject to requisite Bankruptcy Court approvals, each Seller has all necessary corporate or similar organizational power and authority to execute and deliver this Agreement and the other Transaction Agreements to which each such Seller is a party and to perform its obligations hereunder and to consummate the Transactions.

(b) The execution, delivery and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by

such Seller of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions.

(c) Subject to requisite Bankruptcy Court approvals and CCAA Orders (as described in this Agreement), this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

3.3 Equity Interests of Acquired Entities.

(a) The issued and outstanding shares of capital stock or other Equity Interests of each of the Acquired Entities are as set forth on Schedule 3.3(a)(i), and there are no other issued or outstanding shares of capital stock or other Equity Interests of the Acquired Entities (except as authorized or issued pursuant to the UK Restructuring Transactions, to the extent applicable). All of the outstanding capital stock or other Equity Interests of the Acquired Entities are duly authorized, validly issued, fully paid and are non-assessable (where such concepts are legally recognized in the jurisdictions of organization of such Subsidiaries) and have not been issued in violation of applicable Law or any Contract (including preemptive rights or similar rights). The UK Seller's register of members is in compliance with applicable Law and true, correct and complete as of the Closing (a true, correct and complete copy of which has been provided to Purchaser prior to the Closing). Except as set forth on Schedule 3.3(a)(ii), there are no outstanding options, warrants, convertible, exercisable or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, rights to subscribe to, purchase rights, calls or commitments relating to the issuance, purchase, sale, redemption or repurchase of any capital stock or other Equity Interests issued by any Acquired Entities containing any equity features, or Contracts, commitments, understandings, arrangements or other obligations by which any of the Acquired Entities is bound to issue, deliver or sell, or cause to be issued, delivered or sold, additional capital stock or other Equity Interests, or options, warrants, convertible, exercisable or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, rights to subscribe to, purchase rights, calls or commitments relating to any capital stock or other Equity Interests of the Subsidiaries of the Sellers, or that otherwise give any Person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of shares of capital stock or other Equity Interests of any Acquired Entities (including any rights to receive any payment in respect, or based on the price or value, thereof). None of the Sellers or their Subsidiaries is a party to any shareholders' agreement, voting trust agreement, registration rights agreement or other similar Contract or understanding relating to any Equity Interests of any Acquired Entities or any other Contract relating to the issuance, disposition, voting

or payment of dividends or distributions with respect to any Equity Interests of any Acquired Entities. There are no accrued and unpaid dividends with respect to any outstanding Equity Interests of any Acquired Entities, and no Acquired Entities have any obligation to pay any dividend or make any distribution in respect thereof. The issued and outstanding Equity Interests of each of the Acquired Entities are (i) owned of record by the Seller(s) or Subsidiaries of a Seller identified on Schedule 3.3(a)(iii) as owning such Equity Interests (or as identified on Exhibit H in connection with the UK Restructuring Transactions, to the extent applicable), (ii) owned free and clear of any Encumbrances (except for Encumbrances arising under applicable securities Laws) by the applicable Seller(s) or Subsidiaries of a Seller identified on Schedule 3.3(a)(iii) as owning such Equity Interests (or as identified on Exhibit H in connection with the UK Restructuring Transactions, to the extent applicable), and (iii) the applicable Seller(s) or Subsidiaries of a Seller have good, valid and marketable title (to the extent such concepts are applicable) to the Equity Interests identified on Schedule 3.3(a)(iii) as owned by such Seller or Subsidiary of a Seller (or as identified on Exhibit H in connection with the UK Restructuring Transactions, to the extent applicable). The Acquired Interests constitute all of the issued and outstanding Equity Interests of the Transferred Subsidiaries, all of which are owned beneficially and of record by the Sellers, free and clear of any Encumbrances (other than Encumbrances arising under applicable securities Laws). At Closing, Purchaser (or its Designee) will acquire good and valid title to the Acquired Interests, free and clear of all Encumbrances (other than transfer restrictions under applicable securities Laws).

(b) Except as set forth on Schedule 3.3(b), the Acquired Entities do not, directly or indirectly, (i) own, of record or beneficially, any Equity Interests or other interests in any Person or hold any right (contingent or otherwise) to acquire the same or (ii) have any obligations to contribute capital to, or loan any amounts to, invest in, or acquire Equity Interests of, any Person. The Acquired Entities do not have any outstanding bonds, debentures, notes or other obligations which provide the holders thereof the right to vote (or are convertible or exchangeable into or exercisable for securities having the right to vote) with the equityholders of the Acquired Entities on any matter.

3.4 Conflicts; Consents. Assuming that (a) the Confirmation Order and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained (each as described in this Agreement), (b) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 3.4 are made, given or obtained (as applicable), (c) the requirements of the HSR Act are complied with, and (d) any filings required by any applicable federal or state securities or “blue sky” Laws are made, the execution and delivery by Sellers of this Agreement and the other Transaction Agreements, the consummation by Sellers of the Transactions, performance and compliance by Sellers with any of the terms or provisions hereof or thereof, do not and will not (i) conflict with or violate any provision of the Organizational Documents of any Seller or Acquired Entity (ii) except as set forth on Schedule 3.4, conflict with, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or result in the acceleration of any obligation under or give rise to a right of termination, modification, acceleration or cancellation of any obligation or to the loss of any benefit under, any of the terms or provisions of any Material Contract, Permit, loan or credit agreement or other Contract to which any Seller or Acquired Entity is party or by which any Seller or Acquired Entity is bound or to which any the Acquired Assets is subject, (iii) conflict with or violate in any material respect, any Law or Order applicable to any Seller, Acquired Entity or any of the Acquired Assets or by which any Seller, Acquired Entity or

any of the Acquired Assets may be bound or affected or (iv) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets owned by any Seller or Acquired Entity, except, in the case of clauses (ii) or (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.5 Financial Statements; No Undisclosed Liabilities; Internal Controls.

(a) (i) Included in the Filed SEC Documents is CTI's Form 10K (as amended by the attached Form 10K/A), which includes the audited consolidated balance sheets of CTI and its Subsidiaries as of December 31, 2022, and the related consolidated statements of operations, comprehensive loss, changes in shareholders' equity and cash flows for the fiscal year then ended (collectively, the "Audited 2022 Financial Statements"), (ii) attached to Schedule 3.5(a) are Sellers' unaudited condensed consolidated balance sheets as of June 30, 2023 (the "Latest Balance Sheet"), and the related condensed consolidated statements of operations, comprehensive loss, shareholders' equity and cash flows for the portion of each fiscal year then ended and (iii) attached to Schedule 3.5(a) are the available standalone balance sheets, income statements, shareholders' equity and cash flows or other financial statements, as applicable, in each case, as described on, for the Acquired Entities listed on, and as of the date or the periods indicated on Schedule 3.5(a) (together with the Audited 2022 Financial Statements and the financial statements referenced in the foregoing clause (ii), the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of CTI and its Subsidiaries (or applicable Acquired Entity, as the case may be) as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown, except for, in the case of unaudited financials, (x) the absence of footnote disclosures (none of which are materially different from those presented in the Audited 2022 Financial Statements), and (y) changes resulting from normal and recurring fiscal year end adjustment (none of which are expected to be material, individually or in the aggregate).

(b) CTI and its Subsidiaries have established and maintain disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act, that are effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP, and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of CTI and its Subsidiaries, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of CTI and its Subsidiaries are being made only in accordance with authorizations of management and directors of CTI and its Subsidiaries (as applicable) and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of CTI and its Subsidiaries' assets that could have a material effect on its Financial Statements. CTI and its Subsidiaries' management has completed an assessment of the effectiveness of CTI and its Subsidiaries' internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2022, and such assessment concluded that such internal control system was effective. Except as set forth on Schedule 3.5(b), since January 1, 2021, none of CTI, its

Subsidiaries or their independent registered public accounting firm has identified or been made aware of (A) “significant deficiencies” or “material weaknesses” (as defined by the Public Company Accounting Oversight Board) in the design or operation of CTI and its Subsidiaries’ internal controls over financial reporting which would reasonably be expected to adversely affect in any material respect CTI’s or its Subsidiaries’ ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in CTI and its Subsidiaries’ internal control over financial reporting with respect to CTI and its Subsidiaries. CTI and its Subsidiaries do not maintain any “off-balance-sheet arrangement” within the meaning of Item 303 of Regulation S-K of the SEC.

(c) Except (i) as specifically and adequately reflected in the latest Financial Statements, (ii) as set forth in Schedule 3.5(c), (iii) for Liabilities that have arisen since the date of the Latest Balance Sheet in the Ordinary Course and are not material to CTI or any of its Subsidiaries (individually or in the aggregate), (iv) Liabilities arising under the executory portion of a Contract (excluding in each case Liabilities for breach, non-performance or default), (v) Liabilities in connection with the Bankruptcy Cases, the Transactions, or the negotiation, execution, and performance of the Transactions and (vi) Liabilities to the extent included in the computation of Closing Working Capital, CTI or its Subsidiaries do not have any Liabilities of the type required to be accrued on or reserved against in a consolidated balance sheet prepared in accordance with GAAP consistently applied.

3.6 Absence of Certain Changes or Developments. Except as set forth on Schedule 3.6 and the Bankruptcy Cases or in connection with the Transactions or the Bankruptcy Cases or preparation therefor (including debtor-in-possession financing), since the date of the Latest Balance Sheet, (a) the Sellers and their Subsidiaries have conducted their respective businesses in the Ordinary Course, (b) no Effect has occurred that has had, or would be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect and (c) there has not occurred any action that would require the consent of Purchaser pursuant to Section 6.1(b) if taken after the date of this Agreement and prior to Closing.

3.7 Legal Actions. Except as set forth on Schedule 3.7, there are no, and during the three (3) years preceding the date hereof there have been no, (a) Actions pending or threatened (in writing or, to the Knowledge of Seller, orally) to which any Seller or any of their Subsidiaries is or was a party or to which any property, rights or interests of any of them is or was subject, except as would not reasonably be expected to be material and adverse to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole, or (b) Orders imposed upon the Sellers or any of their Subsidiaries, in each case, by or before any Governmental Body. Schedule 3.7 sets forth, as of the date hereof, each Action pending against CTI or any of its Subsidiaries by or before any Governmental Body (other than the Bankruptcy Cases) that (i) seeks or reasonably could be expected to result in fines or damages of more than \$1,000,000 or relates to a criminal matter or calls for injunctive relief or other restriction that would reasonably be expected to be material to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole, or (ii) challenges the validity or enforceability of this Agreement or any other Transaction Agreement or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the consummation of any of the Transactions. During the three (3) years preceding the date hereof there has been no formal written or, to the Knowledge of the Sellers, oral

allegation of sexual harassment or sexual misconduct submitted to any Seller or any of their Subsidiaries against any employee who is an executive officer, director, or management level employee in their capacities as such.

3.8 Compliance with Laws; Permits; Escheat.

(a) Except as set forth on Schedule 3.8(a)(i), each Seller and Subsidiary of a Seller is, and during the three (3) years preceding the date hereof has been, in compliance in all material respects with the requirements of all Laws applicable to it or to its properties (including the ownership and operation of the Acquired Assets). Except as set forth on Schedule 3.8(a)(ii) or as related to or as a result of the filing or pendency of the Bankruptcy Cases and the CCAA Proceeding, during the three (3) years preceding the date hereof (A) no Seller or Subsidiary of a Seller has received any written notice of, or been charged with, the material violation of any Laws, and (B) to the Knowledge of Sellers, no event has occurred or circumstance exists that (with or without notice, passage of time, or both), individually or in the aggregate, would constitute or result in a failure by any Seller or Subsidiary of a Seller to comply, in any material respect, with any applicable Law. Except as set forth on Schedule 3.8(a)(iii) as related to or as a result of the filing or pendency of the Bankruptcy Cases and the CCAA Proceeding, no investigation, review or Action by any Governmental Body in relation to any actual or alleged material violation of Law by any Seller or Subsidiary of a Seller is pending or, to the Knowledge of Sellers, threatened, nor has any Seller or Subsidiary of a Seller received any written notice from any Governmental Body indicating an intention to conduct the same.

(b) Except as set forth on Schedule 3.8(b)(i), the Sellers and their Subsidiaries possess all Permits that are necessary or required to conduct their businesses as currently conducted, and all such Permits are in full force and effect and will continue to be in full force and effect following the consummation of the Transactions, except for such Permits, the failure to have so obtained, made or delivered would not, individually or in the aggregate, reasonably be expected to be material to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole. The Sellers and their Subsidiaries are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit required for the operation of their businesses as presently conducted and to which they are parties, except where such default or violation would not be reasonably expected to be, individually or in the aggregate, material to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole. Schedule 3.8(b)(ii) sets forth a true, complete and correct list of all material Permits maintained by the Sellers and their Subsidiaries that are necessary or required to conduct their businesses as currently conducted.

(c) No Action is pending or, to the Knowledge of Sellers, threatened to terminate, revoke, limit, cancel, suspend or modify any Permit or Permits that, individually or in the aggregate, are material to the operation of the business of the Sellers and their Subsidiaries, and no Seller or Subsidiary of a Seller has received notice from any Governmental Body that (i) any such Permit will be revoked or not reissued on the same or similar terms, (ii) any application for any new Permit by any Seller or any of its Subsidiaries or renewal of any Permit or Permits that, individually or in the aggregate, are material to the operation of the business of the Sellers and their Subsidiaries will be denied, or (iii) the Permit holder is in material violation of any Permit

or Permits that, individually or in the aggregate, are material to the operation of the business of the Sellers and their Subsidiaries.

(d) During the past three (3) years, each Seller and Subsidiary of Seller has been and is in compliance in all material respects with all applicable International Trade Laws and no Seller or Subsidiary of a Seller or, to the Knowledge of Sellers, any other Person acting on their behalf has engaged in or is currently engaged in any conduct that is prohibited under International Trade Laws. Without limiting any of the foregoing, during the past three (3) years, no Seller or Subsidiary of a Seller or any of their respective officers, directors, or employees, or, to the Knowledge of Seller, any other Person acting on their behalf has engaged in any business or dealings, directly or indirectly, involving (i) any country or territory that is or whose government is the target of comprehensive sanctions imposed by the United States, Canada, the European Union, or the United Kingdom, as of the date of this Agreement (Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region, and the so-called Donetsk and Luhansk People's Republics; each a "Sanctioned Jurisdiction"); or (ii) a Person that is designated on, or that is owned or controlled by a Person that is designated on any list of sanctioned parties maintained by the United States, Canada, the United Kingdom, or the European Union, including the list of Specially Designated Nationals and Blocked Persons maintained by OFAC (any such Person a "Sanctioned Person") in violation of applicable Law.

(e) No Seller or Subsidiary of a Seller or any of their respective directors, officers, employees, shareholders, or, to the Knowledge of Seller, other Persons acting on their behalf is (i) a Sanctioned Person; or (ii) located, organized, or resident in a Sanctioned Jurisdiction.

(f) During the past three (3) years, each Seller and Subsidiary of a Seller has been and is in compliance in all material respects with all applicable Anti-Corruption Laws, and no Seller or Subsidiary of a Seller or any of their respective directors, officers, employees, or, to the Knowledge of Sellers, any other Person acting on their behalf has violated any Anti-Corruption Law. Without limiting the foregoing, during the past three (3) years, no Seller or Subsidiary of a Seller, or any of their respective directors, officers, employees, or, to the Knowledge of Seller, any other Person acting on their behalf has paid, offered, promised, or authorized the payment of money or anything of value, directly or indirectly, to any Government Official, any political party, or any other Person for the purpose of influencing any act or decision or to secure any improper advantage in violation of Anti-Corruption Laws.

(g) During the past three (3) years, no Seller or Subsidiary of a Seller or any of their respective directors, officers, employees, or, to the Knowledge of Sellers, any other Person acting on their behalf has received from any Governmental Body or any other Person any written notice of any violation, alleged violation, or any suspected violation of any Anti-Corruption Law or International Trade Law, or conducted any internal investigation with respect to, or made any voluntary or involuntary disclosure to a Governmental Body concerning, any actual, suspected, or alleged violation of any Anti-Corruption Law or International Trade Law.

(h) Except as set forth in Schedule 3.8(h), all material reports or other filings required to be filed by or with respect to any Acquired Asset or Assumed Liabilities, and each Acquired Entity, relating to escheat or any abandoned or unclaimed property have been timely filed in compliance with applicable Law in all material respects. Each Seller, and each Subsidiary

of any Seller have complied in all material respects with all applicable escheat or abandoned or unclaimed property Laws.

3.9 Title to Properties; Sufficiency of Tangible Assets.

(a) Owned Real Property. Schedule 3.9(a) sets forth a true, complete and correct list of all Owned Real Property. The Sellers have a valid leasehold or sublease interest in each Leased Real Property. The Sellers and their Subsidiaries have good, valid and marketable title to the Owned Real Property, subject only to Permitted Encumbrances. With respect to the Owned Real Property: (i) except as set forth on Schedule 3.9(a), none of the Sellers or their Subsidiaries has leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, which lease or grant remains in effect; and (ii) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(b) Leased Real Property. Schedule 3.9(b) sets forth the address of each Leased Real Property, and a true, complete and correct list of all Leases for each such Leased Real Property. The Sellers have made available to the Purchaser or the Purchaser's Advisors true, complete and correct copies of the Leases. Except as set forth on Schedule 3.9(b), with respect to each of the Leases: (i) subject of entry of the Confirmation Order (as to the applicable Seller), such Lease is legal, valid, binding, enforceable and in full force and effect, subject to the Enforceability Exceptions; (ii) to the Knowledge of Seller, there are no existing material disputes with respect to such Lease; (iii) except as a result of the commencement of the Bankruptcy Cases, none of Sellers, the Subsidiaries of the Sellers or, to the Knowledge of Seller, any other party to the Lease is in material breach or default under such Lease, and no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a material breach or default by any Seller, any Subsidiary of a Seller or, to the Knowledge of Seller, any other party to the Lease, or permit the termination, material modification or acceleration of rent under such Lease; (iv) neither the Sellers nor any of their Subsidiaries have subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof which sublease, license or grant remains in effect, except pursuant to co-location Contracts with customers; (v) the applicable Seller or Subsidiary of a Seller has good and valid leasehold title to the property demised thereby, subject only to Permitted Encumbrances and (vi) none of Sellers, the Subsidiaries of the Sellers or any other prior tenant under any Lease has granted any option, right of first offer or right of first refusal to purchase any rights of the tenant under such Lease;

(c) No Seller or Subsidiary thereof has received written notice from any Governmental Body regarding pending or threatened condemnation or eminent domain proceedings or their local equivalent affecting or relating to any Owned Real Property or Leased Real Property. No Seller or Subsidiary thereof is in material breach or default under any Permitted Encumbrance in respect of any Owned Real Property or Leased Real Property.

(d) Subject to requisite Bankruptcy Court or CCAA Court approvals as described in this Agreement, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs by the Sellers) and except as a result of the commencement of the Bankruptcy Cases, the Sellers and their Subsidiaries own good title to, or hold a valid leasehold interest in, all of the material tangible

property necessary in the conduct of their businesses as now conducted, free and clear of all Encumbrances, except for Permitted Encumbrances, other than any failure to own or hold such tangible property that is not material to the Acquired Entities or the Acquired Assets and the Assumed Liabilities, taken as a whole.

(e) All tangible assets of the Seller and their Subsidiaries are (i) in good working order and condition, ordinary wear and tear excepted, (ii) have been reasonably maintained, (iii) are suitable for the uses for which they are being utilized in the businesses conducted by the Sellers and their Subsidiaries, subject to replacement in accordance with Sellers' modernization plan, a copy of which has been made available to Purchaser, and (iv) comply in all material respects with all requirements under any Laws and any licenses which govern the use and operation thereof. The Acquired Assets include all the tangible properties and tangible, assets reasonably necessary, and are sufficient in all material respects, for the conduct of the businesses of the Sellers and their Subsidiaries as currently conducted, taking into account that Purchaser is not acquiring the Excluded Assets.

3.10 Material Contracts.

(a) Schedule 3.10 sets forth a list of each Material Contract, as of the date of this Agreement, including the applicable Seller or Subsidiary thereof who is a party thereto. For purposes of this Agreement, "Material Contract" means any Contract to which the Sellers or their Subsidiaries are party or by which a Seller or Subsidiary of a Seller is bound in connection with any of the Acquired Assets, in all cases other than any Employee Benefit Plan, that:

(i) is or would be required to be filed as an exhibit to CTI's Annual Report on Form 10-K pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act; provided that any such Contracts that are so filed are not required to be set forth on Schedule 3.10 but shall nonetheless constitute "Material Contracts";

(ii) relates to the formation, creation, governance, economics, or control of any joint venture, partnership or other similar arrangement;

(iii) (x) provides for Indebtedness for borrowed money of the Sellers or the Acquired Entities having an outstanding or committed amount in excess of \$1,000,000, other than letters of credit and Indebtedness that constitutes Excluded Liabilities or (y) grants an Encumbrance (other than Permitted Encumbrances and Encumbrances to be removed by operation of the Confirmation Order) on all or any part of the assets of an Acquired Entity;

(iv) relates to the acquisition or disposition of any business, assets or properties (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of \$2,500,000 pursuant to which any earn-out, indemnification or deferred or contingent payment obligations remain outstanding that would reasonably be expected to involve payments by or to the Sellers or the Acquired Entities of more than \$1,000,000 after the date hereof (in each case, excluding for the avoidance of doubt, acquisitions or dispositions of Equipment in the Ordinary Course, or

of Equipment that is obsolete, worn out, surplus or no longer used or useful in the conduct of the business of the Sellers and their Subsidiaries);

(v) is a Contract pursuant to which a Seller or any Subsidiary of a Seller is required to make or is entitled to receive (or would reasonably be expected to make or receive) payments on an annual basis in excess of \$3,500,000 in the aggregate, other than Contracts with Material Customers (which are the subject of Section 3.10(a)(vi));

(vi) is a Contract with a Material Customer or a Material Supplier or listed on Schedule 3.19;

(vii) contains any provision (A) limiting, in any material respect, the right of the Sellers or their Subsidiaries to engage in any business or compete with any Person, or operate anywhere in the world, (B) granting any exclusivity right to any third party or containing a “most favored nation” provision in favor of any third party, (C) containing any option, right of first refusal or preferential or similar right in favor of any third party or (D) that is a “take or pay” or similar provision requiring the business to make a minimum payment for goods or services from third party suppliers irrespective of usage;

(viii) is a Contract with a Governmental Body;

(ix) is a Contract that requires future capital expenditures in excess of \$1,000,000;

(x) is a Contract under which a Seller or any Subsidiary of a Seller is (A) lessee of or holds or operates any personal property, owned by any other party, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$1,000,000, or (B) lessor of or permits any third party to hold or operate any personal property owned or controlled by a Seller or any Subsidiary of a Seller;

(xi) is a Contract the primary purpose of which the indemnification or holding harmless of any Person, other than those entered into in the Ordinary Course;

(xii) is a Contract relating to any swap, forward, futures, warrant, option or other derivative transaction;

(xiii) is a (A) letter of credit or surety agreement or (B) other similar undertaking or guarantee with respect to contractual performance of a third party;

(xiv) is a Contract pursuant to which a Seller or any of its Subsidiaries (A) receives a license to, or covenant not to be sued under, any Intellectual Property (other than (1) any license for commercial off-the-shelf Software costing or having an annual fee of less than \$100,000, (2) Contracts relating to free or Open Source Software, and (3) Contracts primarily for the provision of services where the granting or obtaining any non-exclusive right to use any Intellectual Property is ancillary or incidental to the transactions contemplated in such Contract) (“Inbound IP Licenses”) or (B) grants a license to, or covenant not to sue under, any Owned Intellectual Property (other than any non-exclusive licenses of Intellectual Property granted in the Ordinary Course); or

(xv) is a written or oral commitment or agreement to enter into any of the foregoing.

(b) Schedule 3.10(b) sets forth a list of each material Contract to which UK Seller (solely at the “LHR1” data center), Germany Seller, or Singapore Seller is a party, as of the date of this Agreement (organized by such Acquired Entity on the Schedule), each of which will be a “Material Contract” hereunder.

(c) Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction by the Sellers of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases or CCAA Proceedings and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Material Contract is valid and binding on the Seller or Subsidiary of a Seller that is a party thereto, as applicable, and, to the Knowledge of Sellers, each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions, (B) the applicable Seller or Subsidiary of a Seller, and, to the Knowledge of Sellers, any other party thereto, have performed all obligations required to be performed by it under each Material Contract, (C) the Sellers and their Subsidiaries have received no written notice of the existence of any breach or default on the part of any Seller or Subsidiary of a Seller under any Material Contract, (D) there are no events or conditions which constitute, or, after notice or lapse of time or both, will constitute a default on the part of a Seller or Subsidiary of a Seller, or to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers and their Subsidiaries have not received any notice from any Person that such Person intends to terminate, not renew, breach or materially amend the terms of any Material Contract, except in each case of clauses (A) through (E), as would not, individually or in the aggregate, reasonably be expected to be material to the Acquired Entities or the Acquired Assets and the Assumed Liabilities, taken as a whole. True, complete and correct copies of all Material Contracts (together with all modifications, schedules or supplements thereto) have been made available to Purchaser by the Sellers prior to the date hereof.

3.11 Intellectual Property.

(a) Schedule 3.11(a)(i) sets forth a true, complete and correct list (including the owner and jurisdiction) of all issued patents, trademark and service mark registrations, copyright registrations, and domain name registrations and pending patent, trademark and service mark applications included in the Owned Intellectual Property (“Registered Intellectual Property”) and Schedule 3.11(a)(ii) sets forth a true, complete and correct list of all material proprietary Software included in the Owned Intellectual Property.

(b) A Seller or one of its Subsidiaries solely and exclusively owns, free and clear of all Encumbrances other than Permitted Encumbrances, the Owned Intellectual Property. To the Knowledge of Seller, each item of Registered Intellectual Property is subsisting, valid and enforceable.

(c) The Owned Intellectual Property and the Intellectual Property licensed pursuant to the Inbound IP Licenses constitute all Intellectual Property reasonably necessary for

the conduct of the business of the Seller and their Subsidiaries as currently conducted, and the Purchaser will own or have a valid and enforceable license to all Intellectual Property reasonably necessary for the conduct of such business following the Closing in the same manner it was conducted as of the Closing.

(d) The consummation of the Transactions will not alter, encumber, impair or extinguish any Owned Intellectual Property and no Contract to which the Sellers or their Subsidiaries are party or by which a Seller or a Subsidiary of a Seller is bound in connection with the Acquired Assets would, upon Closing, grant or purport to grant to any Person any license, covenant not to sue, or other rights related to the Owned Intellectual Property (other than the Acquired Entities).

(e) The conduct of the business of the Sellers and their Subsidiaries as currently conducted does not infringe upon, misappropriate or otherwise violate and, in the three (3) years preceding the date hereof has not infringed upon, misappropriated or otherwise violated, the Intellectual Property rights of any Person. No claim or litigation regarding any of the foregoing or challenging the legality, validity, enforceability, use or ownership of any Owned Intellectual Property is pending or threatened in writing and, to the Knowledge of Seller, no Person is infringing upon, misappropriating or otherwise violating the Owned Intellectual Property.

(f) Each Seller and each Subsidiary of a Seller have taken commercially reasonable actions to maintain, enforce and protect the Owned Intellectual Property, including protecting the confidentiality of all Owned Intellectual Property the value of which is contingent upon maintaining the confidentiality thereof. Each current and former employee and contractor of the Sellers and their Subsidiaries who developed, invented or contributed to any Owned Intellectual Property has executed a written agreement assigning all rights in and to such Owned Intellectual Property to a Seller or its Subsidiaries, except where such rights automatically vested in Seller or one of its Subsidiaries by operation of law.

(g) The manner in which any Open Source Software is incorporated into, linked to or called by, or otherwise combined or distributed with any Owned Intellectual Property does not, according to the terms of the license applicable to such Open Source Software, obligate any Seller or its Subsidiaries to: (i) disclose, make available, offer or deliver all or any portion of any source code of any such software product or service or any component thereof to any third party, other than the applicable Open Source Software, or (ii) create obligations to grant, or purport to grant, to any third party any rights or immunities under any Owned Intellectual Property (including any agreement not to assert patents), or impose any present economic limitations on any commercial exploitation thereof. None of the Sellers or their Subsidiaries has any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code of any Owned Intellectual Property to any escrow agent or other Person.

(h) No (i) government funding or (ii) facilities of a university, college, other education institution or research center was used in the development of the Owned Intellectual Property.

3.12 Information Technology and Data Matters.

(a) The Company Systems are in good working order and operate and perform in a manner that permits the operation of the business of the Sellers and their Subsidiaries as currently conducted in all material respects. Within the three (3) years preceding the date hereof, the Sellers and their Subsidiaries have used commercially reasonable efforts to protect the confidentiality, integrity and security of the Company Systems and to prevent any theft, corruption, loss or unauthorized use, access, interruption, or modification of such Company Systems. Within the three (3) years preceding the date hereof, there has been no outage, substandard performance, theft, corruption, loss or unauthorized use, access, interruption or modification of the Company Systems that has caused any disruption in or to the Sellers' and their Subsidiaries' business and that has not been remediated in all material respects.

(b) Sellers (i) maintain, and for the past three (3) years have maintained, commercially reasonable appropriate policies, procedures and rules regarding data privacy, protection and security consistent with all applicable Privacy Laws (the "Privacy Policies"), and (ii) have, for the past three (3) years preceding the date hereof, complied, and are currently in compliance with, all Privacy Laws, the Privacy Policies, and the terms of all Contracts concerning the Processing of Personal Information, in each case of (i) and (ii) except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to any Acquired Entity or the Acquired Assets and the Assumed Liabilities, taken as a whole. Within the three (3) years preceding the date hereof, no Seller or any Subsidiary of a Seller has experienced any material incident in which Personal Information was exfiltrated, compromised, stolen or accessed in an unauthorized manner that required notification to affected individuals under Privacy Laws.

(c) The execution, delivery and performance of this Agreement and the purchase of the Acquired Assets and Acquired Entities will not violate any Privacy Laws, and immediately following the Closing, Purchaser will continue to have the right to use Personal Information used by the Sellers in connection with the Acquired Assets and Acquired Entities on the same terms and conditions as the Sellers and their Subsidiaries enjoyed immediately prior to the Closing.

(d) No Seller, nor any Subsidiary of any Seller, has for the past three (3) years received any (i) written notices from any Governmental Body alleging non-compliance with applicable Privacy Laws, (ii) written complaints from any person, alleging that Sellers' Processing of Personal Information is in violation in any material respect of applicable Privacy Laws, or (iii) written notices of any claims or legal actions brought by, or on behalf of, any person in respect of any actual or alleged breach by any Seller of applicable Privacy Laws.

3.13 Tax Matters. Except as set forth on Schedule 3.13:

(a) All income and other material Tax Returns required to be filed by or with respect to (i) any of the Acquired Assets or Assumed Liabilities or (ii) any Acquired Entity have, in each case, been timely and properly filed with the appropriate Taxing Authorities (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects. All material amounts of Taxes due from, or with respect to, (i) any of the Acquired Assets

or Assumed Liabilities or(ii) any Acquired Entity, whether or not shown on any Tax Return, have, in each case, been timely paid in full, except for Taxes being contested in good faith by appropriate proceedings that have been adequately reserved for by Sellers in accordance with GAAP.

(b) Each Seller, and each Subsidiary of any Seller, has duly and timely withheld from employee salaries, wages, and other compensation and have paid over to the appropriate Taxing Authorities all material amounts required to be so withheld and paid over for all periods under all applicable Laws.

(c) There are no Encumbrances for Taxes on any of the Acquired Assets or any of the assets of any of the Acquired Entities, other than Permitted Encumbrances.

(d) No Seller, or Subsidiary of any Seller, has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to an assessment or deficiency for income or a material amount of other Taxes (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course).

(e) All material deficiencies asserted or assessments made by the IRS or any other Taxing Authority (i) with respect to the Acquired Entities and (ii) with respect to the Acquired Assets or Assumed Liabilities, have, in each case, been fully and timely paid, settled or withdrawn, and, to the Knowledge of Sellers, there are no other audits, investigations, disputes, notices of deficiency or other Actions or proceedings by any Taxing Authority pending or threatened in writing with respect to (i) the Acquired Entities or (ii) the Acquired Assets or Assumed Liabilities.

(f) The Acquired Entities have withheld all material amounts of Taxes as are required to be withheld under applicable Law and has timely paid or remitted all such Taxes to the appropriate Governmental Body.

(g) No written notice has been received from any Governmental Body in a jurisdiction in which any Acquired Entity does not currently file a given type of Tax Return that such Acquired Entity is or may be subject any such Tax or is or may be required to file that type of Tax Return in such jurisdiction.

(h) Cyxtera Communications Canada, ULC, and Cyxtera Canada TRS, ULC are residents of Canada for the purposes of the ITA, and no other Seller is disposing of “taxable Canadian property” within the meaning of the ITA pursuant to this Agreement.

(i) Each Acquired Entity has been resident at all times since its incorporation solely in the jurisdiction of its incorporation and does not have a permanent establishment in, and is not and has never been treated for any Tax purpose as resident (or dual-resident) in, any other jurisdiction(s).

(j) Each Acquired Entity has complied in all material respects with all Laws relevant to VAT and GST/HST and, in each case, has made and obtained correct and up to date records and invoices and other documents appropriate or requisite for the purposes of all such Laws.

(k) Neither Purchaser nor any Acquired Entity will be required to include any material item of income in, or exclude any material deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of Tax accounting or use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (ii) “closing agreements” (as described in Section 7121 of the Tax Code or any corresponding provision of state, local or foreign Tax Law) executed prior to the Closing Date; (iii) prepaid amounts or other deferred revenue items arising on or prior to the Closing Date outside the ordinary course of business; or (iv) any installment sale or open transaction disposition made on or prior to the Closing Date.

(l) The U.S. federal income Tax classification of each of the Acquired Entities is as set forth on Schedule 3.13(l).

The representations and warranties contained in Section 3.6, this Section 3.13 and Section 3.16 are the only representations and warranties being made with respect to Tax matters of Sellers or any of their Subsidiaries, and nothing in this Section 3.13 or otherwise in the Agreement shall be construed as a representation or warranty with respect to the amount, availability or usability of any net operating loss, capital loss, Tax basis or other income Tax asset or attribute of any Acquired Entity, Acquired Asset or Assumed Liability in any post-Closing taxable period.

3.14 Environmental Matters. Except as set forth on Schedule 3.14 or, as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect, (a) Seller and its Subsidiaries are in compliance in all respects with all applicable Environmental Laws, which compliance includes possessing and complying with all Permits required by applicable Environmental Laws, (b) within the three (3) years preceding the date hereof Seller and its Subsidiaries have not received any written notice, and there are no Actions pending or, to the Knowledge of Seller, threatened in writing against Seller or any Subsidiary, regarding any violation or Liability pursuant to Environmental Laws, (c) to the Knowledge of Seller, there have been no releases of any Hazardous Material at the Leased Real Property or at Owned Real Property in a manner that requires remediation under Environmental Laws, (d) Sellers have furnished to Purchaser all material environmental site assessment reports prepared in the last three (3) years relating to the Leased Real Property or Owned Real Property that are in their possession and (e) the contemplated Transactions do not require any filing with a Governmental Body pursuant to the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K *et seq.*

3.15 Labor and Employment. Except as set forth on Schedule 3.15:

(a) Sellers are in compliance with all applicable Laws respecting employment practices and labor, including those related to wages and hours, vacation pay, collective bargaining, unemployment insurance, workers’ compensation, language, immigration, harassment and discrimination, disability rights and benefits, human rights, affirmative action, accessibility, pay equity, and employee layoffs, except where the failure to be in compliance would not reasonably be expected to result in material Assumed Liability.

(b) There is no Action pending or, to the Knowledge of Seller, threatened in writing against any Seller or Subsidiary of a Seller alleging a violation of any labor or employment Law brought by any current employee of a Seller or a Subsidiary of a Seller that is before any

Governmental Body, except for such Actions (or threatened Actions) that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to result in material Assumed Liability.

(c) Neither the Sellers nor any of their Subsidiaries are party to any collective bargaining agreement and, to the Knowledge of Seller, no employees of a Seller or a Subsidiary of a Seller are represented by any labor union with respect to their employment with the Seller or its Subsidiaries.

(d) To the Knowledge of Seller, no union organizing or decertification activities are underway, pending or threatened in writing with respect to any Business Employees.

(e) There is not presently pending, any material labor strike, slow-down, or work stoppage against the Sellers or any of their Subsidiaries.

(f) As of the date hereof, no collective bargaining agreement is currently being negotiated by the Sellers or any of their Subsidiaries.

(g) Schedule 3.15(g), sets forth, as of the date hereof, a list of each Business Employee indicating each employee's: (i) name or identification number; (ii) hire date; (iii) active or inactive status; (iv) title; (v) full time, part time or temporary status; (vi) work location; (vii) overtime exempt classification under applicable Laws; (viii) hourly rate of pay or base annual salary; (ix) bonus or commission potential; (x) employer and (xi) Employee Benefit Plan participation.

(h) The Sellers and their Subsidiaries are and during the past three (3) years have been in compliance with the WARN Act and have no material unsatisfied liabilities thereunder. Sellers have reasonably investigated all sexual harassment allegations of, or against any current and former Business Employees the past three (3) years. With respect to each such allegation with potential merit, Sellers have taken prompt corrective action that is reasonably calculated to prevent further discrimination and harassment and the Sellers do not reasonably expect to incur any material Assumed Liability with respect to any such allegations.

3.16 Employee Benefit Plans.

(a) Schedule 3.16(a) sets forth a true, complete and correct list of each material Employee Benefit Plan. For purposes of this Agreement, an "Employee Benefit Plan" means each employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and each other plan, program, policy, practice, agreement or arrangement (whether written or unwritten, registered or unregistered, funded or unfunded, insured or uninsured), including any deferred compensation, bonus or incentive compensation, equity or equity based compensation, pension, supplemental pension, retirement savings, retiree or post-employment benefits, health and welfare (including medical, drug, vision, dental, accidental death and dismemberment, critical illness, disability or life insurance coverage), severance or termination payment, retention payment, separation, change-of-control payment, fringe benefit (including employee assistance, employee loan, education assistance, vehicle, housing or other allowance or employee mortgage insurance) or similar benefit or compensation plan, program, policy, practice, agreement or arrangement, in each case, (i) that is maintained,

sponsored, administered or contributed or required to by Sellers or any of their respective Subsidiaries for employees or former employees of Sellers or any of their respective Subsidiaries, or (ii) with respect to which Sellers or any of their respective Subsidiaries has any current or contingent liability, but excluding any statutory plans that the Sellers or any of their respective Subsidiaries is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation.

(b) With respect to each material Employee Benefit Plan, the Seller has made available to Purchaser, copies of, to the extent applicable, (i) the plan documents and related summaries and each trust, insurance, annuity or other funding Contract related thereto, (ii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, (iii) copies of material notices, letters or other non-routine correspondence from any Governmental Body within the last year, and (iv) all other material documentation pursuant to which such Employee Benefit Plan is currently administered or funded, including the use of the funds held under such Employee Benefit Plan.

(c) None of the Sellers, any of their respective Subsidiaries or, to the Knowledge of Seller, any other Person has engaged in a prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Tax Code, with respect to any Employee Benefit Plan that would result in material Assumed Liability.

(d) Neither the execution and delivery of this Agreement nor the consummation of any of the other Transactions, either alone or together with another event, will (A) result in any payment (including severance, unemployment compensation, golden parachute, bonuses, change-in-control, retention, forgiveness of Indebtedness or otherwise) becoming due under any Employee Benefit Plan, whether or not such payment is contingent, (B) increase any benefits or compensation otherwise payable under any Employee Benefit Plan or other arrangement, (C) result in the acceleration of the time of payment, vesting or funding of any benefits or compensation, or (D) would result in the payment of any "excess parachute payments" within the meaning of Section 280G of the Tax Code. Neither the Seller nor any of its Affiliates has any obligation to gross up any current or former employee or individual service provider for any Taxes under Sections 409A or 4999 of the Tax Code.

(e) Each Employee Benefit Plan intended to qualify for Tax-preferred or Tax-exempt status (including under Section 401(a) of the Tax Code and the ITA) meets such requirements in all material respects (and, if applicable, has received a favorable determination letter, or is the subject of a favorable opinion letter, from the IRS as to its qualified status under the Tax Code) and, to the Knowledge of Seller, no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Employee Benefit Plan. With respect to each Employee Benefit Plan, all contributions, distributions, reimbursements and premium payments that are due have been made. Neither Sellers nor any of their respective Subsidiaries has any obligation to provide any retiree or post-employment health or welfare benefits to any Person, except for continuation of health coverage under COBRA. The Sellers and their respective Subsidiaries have complied, and are in compliance with, the requirements of Section 4980B of the Tax Code, except as would not, individually or in the aggregate, be reasonably expected to result in a material Assumed Liability.

(f) Except as would not, individually or in the aggregate, be reasonably expected to result in material Assumed Liability:

(i) Each Employee Benefit Plan has been maintained, funded, operated, and administered in compliance with its terms and the requirements of any applicable Law, including ERISA and the Tax Code, and including with respect to the proper inclusion or exclusion of employees as participants in such Employee Benefit Plan; no breach of fiduciary duty (as determined under ERISA or common law) by the Sellers, or, to the Knowledge of Seller, any other Person has occurred with respect to any Employee Benefit Plan; neither Sellers nor any of their respective Subsidiaries have any current or contingent liability under or relating to any “pension plan” (as defined in Section 3(2) of ERISA) subject to Section 412 of the Tax Code or Title IV or Section 302 of ERISA; neither Sellers nor any of their respective Subsidiaries contribute to, have any obligation to contribute to, or have any current or contingent liability under or with respect to any “multiemployer plan” (as defined in Section 3(37) of ERISA); and no Employee Benefit Plan is (i) subject to provincial or federal pension standards legislation in Canada, (ii) a “retirement compensation arrangement” (as such term is defined in subsection 248(1) of the ITA), (iii) is a “salary deferral arrangement” (as such term is defined in subsection 248(1) of ITA), (iv) an “employee life and health trust” (as such term is defined in subsection 248(1) of the ITA); or, (v) a “health and welfare trust” (within the meaning of Canada Revenue Agency Income Tax Folio S2-F1-C1).

(ii) There is no pending or, to the Knowledge of Seller, threatened Action relating to any Employee Benefit Plan, and, to the Knowledge of the Seller, no circumstances exist that would reasonably be expected to lead to a claim or Action.

(iii) To the Knowledge of Seller, no Business Employee has been improperly included in or excluded from any Employee Benefit Plan.

3.17 Customers and Suppliers.

(a) Schedule 3.17(a) contains a complete and accurate list of the ten (10) largest customers of the Sellers and their Subsidiaries, taken as a whole (measured by aggregate billings) during the period from the end of the second fiscal quarter of fiscal year 2022 through the third fiscal quarter of fiscal year 2023 (the “Material Customers”). Except as disclosed in Schedule 3.17(a), since the date of the Latest Balance Sheet, (i) no Material Customer has materially reduced, cancelled or terminated (except for expiration of Contracts pursuant to their terms) its business relationship with any Seller or Subsidiary of a Seller, as applicable, or has notified Seller or such Subsidiary, as applicable, in writing, or to the Knowledge of Seller, orally, of any intent to do so and (ii) there has been no material dispute or controversy or, to the Knowledge of Seller, threatened material dispute or controversy, between any Seller or Subsidiary of a Seller, on one hand, and any Material Customer, on the other hand.

(b) Schedule 3.17(b) contains a complete and accurate list of the ten (10) largest suppliers from which the Sellers and their Subsidiaries, taken as a whole purchased materials, supplies, services or other goods (measured by dollar volume of purchases from such suppliers) during the twelve (12) months ended May 16, 2023 (such suppliers collectively referred to as

“Material Suppliers”), and the amount for which each such Material Supplier invoiced the Sellers and their Subsidiaries during such period. Since the Latest Balance Sheet, no Material Supplier has materially increased the pricing, or adversely altered other terms of its business with the Sellers and their Subsidiaries, or, to the Knowledge of Sellers, indicated an intention to terminate, cancel, materially reduce the volume, materially reduce its business, materially increase its pricing, or adversely alter other terms of its business with any of the Sellers or their Subsidiaries.

3.18 Insurance. Schedule 3.18 sets forth a description of policies of fire and casualty, general liability, director and officer liability, and all other forms of material insurance maintained by or on behalf of the Sellers and their Subsidiaries (the “Business Insurance Policies”), including with respect to each such policy the first named insured, the policy/bond number, the insurer(s), the material limits, the deductibles and the term thereof. All such Business Insurance Policies (i) collectively provide reasonably adequate coverage against all risks customarily insured against by companies in similar lines of business as the Sellers and their Subsidiaries and (ii) are in full force and effect. All premiums past due have been paid and no outstanding notice of default, cancellation, modification or termination has been received by or on behalf of the Sellers or any of their Subsidiaries with respect to any such Business Insurance Policies (except notices in connection with scheduled renewals) and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default by any insured thereunder. There have been no material claims by the Sellers or any of their Subsidiaries under any such policy as to which coverage has been denied or disputed by the underwriters of such policy. Prior to the date hereof, the Sellers have made available to Purchaser true, complete and correct (a) loss-runs for the last three (3) years in respect of the Sellers and their Subsidiaries, including the remaining deductible and retention amounts and coverage limits, under the Business Insurance Policies and (b) copies of the Business Insurance Policies.

3.19 Transactions with Related Parties. Except for any other Contract entered into by the Seller Parties in connection with the Bankruptcy Cases, in connection with employee compensation or employee arrangements in the Ordinary Course (including participation in Employee Benefit Plans) or as set forth in Schedule 3.19, there are no Contracts, ongoing transactions or business relationships involving payments, Liabilities, or assets, in each case, having value in excess of \$120,000, between a Seller or any of its Subsidiaries, on the one hand, and any current or former executive officer, director, employee or Affiliate of a Seller or any of its Subsidiaries, or any member of the immediate family of any such officer, director, employee or Affiliate, on the other hand.

3.20 Brokers. Except for Guggenheim Securities, LLC (“Guggenheim Securities”) or as set forth on Schedule 3.20, the fees and expenses of which will be borne solely by the Sellers, no broker, finder, investment banker, financial advisor or other Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of a Seller or any of its Subsidiaries.

3.21 Letters of Credit, Surety Bonds. Schedule 3.21 sets forth a true, complete and correct list of all letters of credit, surety bonds, and similar obligations of the Sellers and their Subsidiaries. As of the date hereof, no draw or request for payment or reimbursement has been made with respect to any letter of credit, surety bond, or similar obligation.

3.22 Critical Technologies. No Acquired Entity produces, designs, tests, manufactures, fabricates, or develops any critical technologies as that term is defined in 31 C.F.R. § 800.215.

3.23 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or in the certificate delivered pursuant to Section 2.4(l) (the “Express Representations”) (it being understood that Purchaser has relied only on such Express Representations and warranties), Purchaser acknowledges and agrees that no Seller nor any other Person on behalf of any Seller makes, and neither Purchaser has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, any Subsidiary of a Seller, the Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, Projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Guggenheim Securities or AlixPartners) (the “Information Presentation”) or in that certain “Project Cadillac” datasite administered by Venue (the “Dataroom”) or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Sellers or any of their Affiliates or Advisors. Without limiting the foregoing, no Seller nor any of its Advisors or any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including the Information Presentation, the Projections, any information, statements, disclosures, documents, Projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise in expectation of the Transactions or any discussions with respect to any of the foregoing information. Notwithstanding the foregoing, nothing in this Agreement shall limit any claim for Fraud.

3.24 No Outside Reliance. Notwithstanding anything contained in this Article III or any other provision of this Agreement to the contrary, each of the Sellers acknowledges and agrees, on its own behalf and on behalf of its Subsidiaries, that the representations and warranties expressly contained in Article IV (as qualified in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) or in the officer’s certificate delivered by Purchaser pursuant to Section 2.5(k) are the sole and exclusive representations, warranties and statements of any kind made to the Sellers and on which the Sellers may rely in connection with the Transactions.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows.

4.1 Organization and Qualification. Purchaser is an entity duly formed or organized (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its formation or organization (as applicable) and has all requisite organizational power and authority necessary to own or lease its assets and properties and to operate its business as it is now being conducted, except (other than with respect to Purchaser’s due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse

effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) under the Laws of each jurisdiction in which the nature of its business or the character or location of the properties owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Transactions.

4.2 Authorization of Agreement. Purchaser has all necessary organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals and CCAA Orders being granted (each as described in this Agreement), this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (i) the Confirmation Order, and all other requisite Bankruptcy Court approvals and CCAA Orders are obtained (each as described in this Agreement), (ii) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), (iii) the requirements of the HSR Act are complied with, and (iv) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution and delivery by Purchaser of this Agreement, the consummation by Purchaser of the Transactions, and the performance and compliance by Purchaser with any of the terms or provisions hereof, do not and will not (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (B) through (D), as would not, individually or in the aggregate, reasonably be expected to materially affect the ability of the Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, Permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the Transactions, except (i) any filings

required to be made under the HSR Act, (ii) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, or (iii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

4.4 Financing.

(a) As of the date of this Agreement, Purchaser has received and accepted, and delivered to CTI a true, complete and correct copy of, an executed equity commitment letter dated as of the date hereof, among Purchaser and the other respective parties thereto (the “Investors”) (together with all annexes, schedules and exhibits thereto, the “Equity Commitment Letter”) relating to the commitment to provide Purchaser the amount of equity financing set forth therein (the “Equity Financing”).

(b) As of the date of this Agreement, except as set forth in the Equity Commitment Letter, there are no conditions precedent to the obligations of the Investors to provide the Equity Financing or any contingencies that would permit the Investors to reduce the total amount of the Equity Financing below the Required Amount (as defined below). Subject to the satisfaction of the conditions set forth in Sections 7.1 and 7.2, as of the date of this Agreement, Purchaser does not have any reason to believe that it will be unable to satisfy on a timely basis any term or condition to Closing to be satisfied by it in the Equity Commitment Letter or that sufficient funds in an aggregate amount necessary to pay the Required Amount will not be made available to Purchaser, on the Closing Date.

(c) As of the date of this Agreement, the Equity Financing, to the extent funded in accordance with the Equity Commitment Letter, shall provide Purchaser with immediately available cash on the Closing Date, sufficient to pay the Closing Date Payment, and all related expenses required to be paid by Purchaser hereunder (the Closing Date Payment, and all such related expenses, the “Required Amount”).

(d) As of the date of this Agreement, the Equity Commitment Letter is the legal, valid, binding and enforceable obligation of Purchaser and, each other party thereto, subject in each case to the Enforceability Exceptions, and is in full force and effect. As of the date of this Agreement, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a material default or breach or failure to satisfy a condition precedent on the part of Purchaser under the terms and conditions of such Equity Commitment Letter. As of the date of this Agreement, the Equity Commitment Letter has not been withdrawn, rescinded or terminated or otherwise amended or modified in any respect that would be material and adverse to the Sellers, and no such amendment or modification is contemplated. As of the date of this Agreement, no counterparty to the Equity Commitment Letter has notified Purchaser of its intention to terminate the Equity Commitment Letter or not to provide such Equity Financing.

(e) Purchaser expressly acknowledges and agrees that the receipt or availability of any funds or financing (including, for the avoidance of doubt, the Equity Financing) by Purchaser is not a condition to Closing or any of Purchaser’s obligations hereunder.

4.5 Security Law Matters. Purchaser is acquiring the capital stock or other Equity Interests of the Acquired Entities for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchaser is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act.

4.6 Brokers. Except for Moelis & Company LLC, all of whose fees and expenses will be borne solely by Purchaser, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that is entitled to any fee or commission in connection with the Transactions.

4.7 No Litigation. There are no Actions pending or, to Purchaser’s knowledge, threatened against or affecting Purchaser that will or would be reasonably likely to materially and adversely affect Purchaser’s performance of its obligations under this Agreement or the consummation of the Transactions.

4.8 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, any member of the management of Seller or its board of directors (or applicable governing body of any Affiliate of Seller), any holder of equity or debt securities of Seller, or any lender of Seller or any Affiliate of Seller (and expressly excluding any landlords under Leases), in each case, in its capacity as such, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

4.9 Solvency. Assuming that the representations and warranties of the Sellers contained in this Agreement are true and correct in all respects as of the Closing and Sellers comply with all of their covenants and agreements hereunder, Purchaser is, and immediately after giving effect to the Closing, Purchaser and the Acquired Entities, taken as a whole, will be, solvent and will: (a) be able to pay their debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay their debt (including a reasonable estimate of the amount of all contingent Liabilities) and (c) have adequate capital to carry on their business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser or any of the Acquired Entities. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

4.10 Investigation. Purchaser acknowledges, covenants and agrees that it is relying on its own independent investigation and analysis in entering into this Agreement and consummating the Transactions. Purchaser is knowledgeable about the industries in which the Acquired Entities operate and is capable of evaluating the merits and risks of the Transactions and is able to bear the substantial economic risk of such investment for an indefinite period of time. Subject to Section 6.2, Purchaser has been afforded access to the books and records, facilities and personnel of the Acquired Entities for purposes of conducting a due diligence investigation and has conducted a due diligence investigation of the Acquired Entities. Notwithstanding the foregoing, nothing in this Agreement shall limit any claim for Fraud.

ARTICLE V
BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) Sellers shall schedule a hearing on November 16, 2023, at 2:00 p.m., prevailing Eastern Time or such other date as may be scheduled by the Bankruptcy Court and mutually agreed to in writing by Sellers and Purchaser (email being sufficient) to obtain entry of the Confirmation Order.

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, Sellers shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Confirmation Order, including filing the Confirmation Brief.

(c) Sellers shall use reasonable best efforts to: (i) facilitate the solicitation, confirmation, and consummation of the Plan and the transactions contemplated hereby, (ii) obtain entry of the Confirmation Order, and (iii) consummate the Plan.

(d) Purchaser shall take such actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of Confirmation Order and any other Order that Purchaser reasonably determines is necessary in connection with the Transactions, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court for the purposes of, among other things, providing necessary assurances of performance by Purchaser under this Agreement, and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing; provided, however, that nothing in this Agreement shall require either Purchaser or its Affiliates to give testimony to or submit any pleading, affidavit or information to the Bankruptcy Court, the CCAA Court, or any Person that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court, the CCAA Court or its stakeholders.

(e) The Foreign Representative and Canadian Sellers shall promptly file with the CCAA Court an application in the CCAA Proceeding seeking the granting of the CCAA Orders within five (5) Business Days following approval of the Confirmation Order by the Bankruptcy Court.

(f) Each Party shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request, promptly furnishing the other with copies of notices or other communications received by a Seller from the Bankruptcy Court with respect to the Transactions.

(g) Sellers shall not voluntarily pursue or seek, or fail to use commercially reasonable efforts to oppose any third party in pursuing or seeking, a conversion of the Bankruptcy Cases to cases under Chapter 7 of the Bankruptcy Code, the appointment of a trustee under Chapter 11 or Chapter 7 of the Bankruptcy Code or the appointment of an examiner with expanded powers.

(h) Sellers shall cooperate with Purchaser concerning the Confirmation Order and any other Orders (whether of the Bankruptcy Court, CCAA Court or otherwise) relating to the Transactions and the bankruptcy or other insolvency proceedings in connection therewith. Sellers shall provide draft copies to Purchaser of all applications, pleadings, notices, proposed Orders and other documents (including the Confirmation Brief, Sale Election Notice and the Stalking Horse Notice) relating to this Agreement or the Transactions no less than three (3) days, or as soon as reasonably practicable thereafter, prior to the proposed filing date so as to permit Purchaser sufficient time to review and comment on such drafts, and with respect to all provisions of the foregoing that relate to the Purchaser, this Agreement or the Transactions, such applications, pleadings, notices and proposed Orders shall be in form and substance reasonably acceptable to Purchaser.

(i) Promptly upon execution of this Agreement but in any event, not later than the Sale Transaction Notice Deadline (as provided in the Disclosure Statement Order), the Sellers shall prepare and file a notice electing to pursue a Sale Transaction (the “Sale Election Notice”) in accordance with the provisions of the Order approving the Disclosure Statement [Docket No. 551] (as may be amended from time to time, the “Disclosure Statement Order”).

(j) Promptly upon execution of this Agreement but in any event, not more than two (2) Business Days thereafter, the Sellers shall prepare and file a notice and proposed form of order designating Purchaser as the Stalking Horse Bidder (as such term is defined in the Bidding Procedures Order) (together, the “Stalking Horse Notice”) in accordance with the Bidding Procedures Order, and which shall disclose the Expense Reimbursement and Breakup Fee.

(k) Promptly upon execution of this Agreement but in any event, not more than three (3) Business Days thereafter, the Sellers shall prepare and file (i) an amended Plan, in form and substance acceptable to the Purchaser (with respect to provisions that relate to or affect Purchaser, this Agreement, or the Transactions), incorporating the Transactions and the provisions necessary in the Plan to authorize and consummate the Transactions under the Plan, (ii) such amended notice and solicitation materials as the Sellers deem necessary, in consultation with Purchaser, to provide adequate notice to holders of claims against and interests in the Sellers or the Debtors’ estates.

(l) Not later than the Confirmation Brief and Confirmation Objection Reply Deadline (as provided in the Disclosure Statement Order), the Sellers shall file a memorandum seeking confirmation of and providing legal support for entry of the Confirmation Order and confirmation of the Plan (a “Confirmation Brief”).

(m) The Sellers agree that the Confirmation Order, Sale Election Notice and Stalking Horse Notice shall be in form and substance satisfactory to the Purchaser with respect to all provisions of the foregoing that relate to or affect Purchaser, this Agreement, or the Transactions, including any amendments thereto, whether before or after such documents and pleadings have been filed with or approved by the Bankruptcy Court.

(n) The Sellers agree that, as of the Sale Transaction Notice Deadline, the Auction has been closed, and the Sellers shall not solicit bids or alternative restructuring proposals, or ask the Bankruptcy Court to consider any such bids or alternative restructuring proposals.

5.2 Cure Costs. Subject to entry of the Confirmation Order and the effectiveness of the Plan, the Sellers shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5, on or prior to the date of such assignment), pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of sections 365 and 1123(b)(2) of the Bankruptcy Code and this Agreement. Sellers shall file such motions or pleadings, and provide such notices, as may be appropriate or necessary to assume and assign the Assigned Contracts and to determine the amount of any Cure Costs.

5.3 Approval. Sellers' obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Confirmation Order) and CCAA Court (including granting of the CCAA Orders). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful.

5.4 Avoidance Actions. The Plan shall provide that all Avoidance Actions shall be cancelled and extinguished on the Effective Date of the Plan and no Seller or any Affiliates thereof shall pursue or bring any claim or Action with respect to any Avoidance Action.

ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Conduct of the Business of Sellers.

(a) Except as (i) required by applicable Law, Order, or a Governmental Body, (ii) required or restricted by the terms of the DIP Facility (as defined in the Final DIP Order), (iii) expressly required by this Agreement, or (iv) set forth in Schedule 6.1(a), during the period from the date of this Agreement until the Closing Date or the earlier termination of this Agreement in accordance with Article VIII, each Seller shall, and shall cause each of its Subsidiaries to, (A) conduct its business in the Ordinary Course and (Y) use their respective commercially reasonable efforts to (1) preserve intact the present business operations, organization and goodwill of its business, (2) preserve and maintain satisfactory relationships with material licensors, licensees, contractors, distributors, consultants, vendors, suppliers and others having business relationships with the Sellers or any of their Subsidiaries in connection with the operation of its business, (3) keep available the services of its officers and employees in the Ordinary Course, (4) pay all of its undisputed post-petition obligations in the Ordinary Course and (5) continue to operate its business and Acquired Assets in all material respects in compliance with all Laws applicable to such business, the Sellers and their respective Subsidiaries.

(b) Without limiting the generality of the foregoing, except as (i) required by applicable Law, Order, or a Governmental Body, (ii) required or restricted by the terms of the DIP Facility, or (iii) set forth in Schedule 6.1(a), during the period from the date of this Agreement until the Closing Date or the earlier termination of this Agreement in accordance with Article VIII, each Seller shall not, and shall not permit any of its Subsidiaries to, take any of the following actions without the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed, other than in the case of any of the following matters that would be

included in the nature and scope of the Fundamental Representations, each of which shall be in the sole discretion of Purchaser):

(i) (A) issue, sell, encumber or grant any shares of the capital stock or other equity or voting interests of a Seller or any of its Subsidiaries, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for any shares of such capital stock or other equity or voting interests, or any rights, warrants or options to purchase any shares of such capital stock or other equity or voting interests; (B) redeem, purchase or otherwise acquire any of the outstanding shares of capital stock or other equity or voting interests of a Seller or any of its Subsidiaries, or any rights, warrants or options to acquire any shares of such capital stock or other equity or voting interests, except in connection with any actions required by Section 6.20, (C) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of the capital stock or other equity or voting interests of a Seller or any of its Subsidiaries, except in connection with any actions required by Section 6.20, or (D) split, combine, subdivide or reclassify any shares of the capital stock or other equity or voting interests of a Seller or any of its Subsidiaries;

(ii) sell, divest, distribute, assign, license, transfer or lease to any Person, or otherwise dispose of, in a single transaction or series of related transactions, any of the Acquired Assets (other than Owned Intellectual Property) for consideration, individually or in the aggregate, in excess of \$500,000, except dispositions of obsolete, surplus or worn out assets or assets that are no longer used; provided, however, that a Seller shall not, and shall not permit its Subsidiaries to, (i) construct, materially alter or destroy any material improvement on the Owned Real Property or Leased Real Property (including any Leasehold Improvement); (ii) sell, lease, sublease or license to any Person any of the Owned Real Property or Leased Real Property or (in each case) any portion thereof; (iii) enter into, materially amend or waive, extend, fail to exercise any renewal option under, or voluntarily terminate any Lease; or (iv) acquire any real property;

(iii) (x) incur or commit to incur any capital expenditure or authorization or commitment with respect thereto, or (y) delay or fail to make any capital expenditures, including for property, plant and Equipment, except for those (A) that are materially consistent with the Sellers' capital expenditure schedule set forth on Schedule 6.1(b)(iii), or (B) in the case of clause (x), otherwise in an aggregate amount for all such capital expenditures made pursuant to this clause (B) not to exceed \$1,000,000 in the aggregate in any calendar year;

(iv) acquire or agree to acquire by merging or consolidating with, or invest in or purchase (by asset acquisition, equity purchase or similar transaction) any portion of the stock of, or other ownership interests in, or material portion of assets of, or by any other manner, any business or any Person;

(v) (A) amend, terminate (partially or completely), supplement, modify, renew or fail to exercise any renewal rights, waive any provision of, or accelerate any rights, benefits or obligations under, any Material Contract or Permit, except in the Ordinary Course or upon the expiration in accordance with its term; (B) enter into any

Contract that would be a Material Contract if in existence on the date hereof, except for in the Ordinary Course upon substantially the same terms as similar Material Contracts; or (C) enter into any Contract that includes a change of control, anti-assignment or similar provision that would require a Consent from, a material payment to or would give rise to any material rights (including termination rights) of the other party or parties thereto in connection with the consummation of the Transactions or any future change of control, in each case, including with respect to any Excluded Data Center Contracts;

(vi) sell, lease, mortgage, pledge, grant any Encumbrance (other than Permitted Encumbrances and Encumbrances to be removed by operation of the Confirmation Order) on or otherwise encumber or dispose of any of its properties or assets (including the Acquired Assets), other than (A) to secure Indebtedness and other obligations in existence at the date of this Agreement (and required to be so secured by their terms) or permitted under Section 6.1(b)(vii); provided, further, that any such Encumbrance will be extinguished by the Sellers in connection with the Closing; or (B) to a Seller or to a wholly owned Subsidiary of a Seller; provided that any such Encumbrance will be extinguished by the Sellers as of the Closing or transferred to the benefit of Purchaser;

(vii) (A) issue, incur, assume or otherwise become liable for (i) any indebtedness for borrowed money, (ii) any notes, mortgages, bonds, debentures or other debt securities or warrants or other rights to acquire any notes, mortgages, bonds, debentures or other debt securities of a Seller or any of its Subsidiaries, (iii) any amounts owing as deferred purchase price for property or services, including any capital leases, seller notes and “earn out” payments, or other contingent payment obligations, (iv) any guarantee of any of the foregoing obligations of another Person, or any “keep well” or other agreement to maintain any financial statement condition of another Person, (v) obligations under any letters of credit, surety bonds, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, and (vi) any interest rate swap, forward Contract, currency or other hedging arrangements, to the extent payable if terminated (collectively, “Indebtedness”), except (1) Indebtedness that will constitute Excluded Liabilities, and (2) letters of credit, surety bonds, bank guarantees, security or performance bonds or similar credit support instruments, overdraft facilities or cash management programs, in each case issued, made or entered into in the Ordinary Course, (B) enter into any swap or hedging transaction or other derivative agreements other than in the Ordinary Course or (C) make any loans, capital contributions or advances to, or investments in, any Person other than the advancement of expenses to employees in the Ordinary Course in accordance with existing policies of a Seller or its Subsidiaries;

(viii) except as required by the terms of an existing Employee Benefit Plan disclosed to Purchaser on Schedule 3.16(a), (A) enter into, adopt, establish, materially amend or terminate any material Employee Benefit Plan other than in the Ordinary Course, (B) grant to any current or former director, officer, employee or other individual service provider of a Seller or any of its Subsidiaries any increase in compensation or benefits other than in the Ordinary Course, (C) grant to any current or former director, officer, employee or other individual service provider of a Seller or any of its Subsidiaries any severance,

retention, change in control, termination or similar compensation or benefits, (D) grant or amend or modify any equity, equity-based or other incentive awards, (E) hire, appoint or promote any employee or terminate (other than for “cause”) any employee other than in the Ordinary Course, or (F) take any action to increase or accelerate the vesting of, or payment of, any compensation or benefit under any Employee Benefit Plan;

(ix) waive, release, assign, pay, discharge, settle, satisfy or compromise any Action (including any pending or threatened Action) against a Seller or any of its Subsidiaries that would result in an Assumed Liability or any material restriction, or other material obligation, on the conduct of the business of a Seller and its Subsidiaries, from and after the Closing, or commence any such Action;

(x) make any material changes in financial accounting methods, principles or practices materially affecting the consolidated assets, Liabilities or results of operations of the Sellers and their Subsidiaries, except insofar as may be required (A) by GAAP (or any interpretation thereof), (B) by any applicable Law, including Regulation S-X under the Securities Act, or (C) by any Governmental Body or quasi-Governmental Body (including the Financial Accounting Standards Board or any similar organization);

(xi) amend a Seller’s articles of incorporation or bylaws (or comparable Organizational Documents) or amend the Organizational Documents of any Subsidiary of a Seller;

(xii) sell, license, sublicense, abandon or permit to lapse, transfer or dispose of, create or incur any Encumbrance (other than any Permitted Encumbrance) on, or otherwise fail to take any action necessary to maintain, enforce or protect any Owned Intellectual Property (except for non-exclusive licenses granted in the Ordinary Course);

(xiii) amend in any material respect, cancel or terminate any material insurance policy naming a Seller or a Subsidiary of a Seller as an insured, a beneficiary or a loss payable payee without obtaining comparable substitute insurance coverage;

(xiv) (A) make, revoke or change any method of Tax accounting or material Tax election, (B) file any amended Tax Return with respect to material amounts of Taxes, (C) enter into any closing agreement with respect to Taxes or settle or compromise any Tax claim or assessment, (D) consent to any extension or waiver of the limitation period with respect to Taxes, or (E) initiate any voluntary Tax disclosure or request any Tax ruling, in each case, relating to, or otherwise affecting, any Acquired Entity, Acquired Asset, or Assumed Liability to the extent such action would reasonably be expected to have a non-*de-minimis* and adverse effect on Purchaser and its Affiliates (including, after the Closing, Acquired Entities);

(xv) transfer any (A) Liabilities or assets to any Acquired Entity or (B) Liabilities that would become Assumed Liabilities or assets out of an Acquired Entity, in either case, outside of the Ordinary Course;

(xvi) enter into a Contract with an Affiliate other than on arm’s length terms;

(xvii) accelerate the collection of any accounts receivable or delay the payment of any accounts payable in relation to their applicable due dates, or otherwise fail to manage Working Capital in the Ordinary Course, in each case, in any material respect; or

(xviii) authorize, or commit or agree, in writing or otherwise, to take, any of the foregoing actions.

(c) For the avoidance of doubt, nothing contained in this Agreement shall be construed to give to Purchaser, directly or indirectly, rights to control or direct the operations of Sellers prior to the Closing, and nothing contained in this Agreement is intended to give a Seller, directly or indirectly, the right to control or direct Purchaser's or its Affiliates' operations.

6.2 Access to Information.

(a) From the date hereof until the Closing, Sellers will provide Purchaser (and its Designee) and its authorized Advisors and the Debt Financing Sources with reasonable access and upon reasonable advance notice and during regular business hours to the facilities, books and records, documents data, files, properties, personnel, and Advisors of Sellers and their Subsidiaries in order for Purchaser (and its Designee) and its authorized Advisors and the Debt Financing Sources to access such information regarding the Acquired Assets and Assumed Liabilities as is reasonably necessary in order to consummate the Transactions and to assess any amounts that are or may become payable in connection therewith; provided that (i) such access does not unreasonably interfere with the normal operations of Sellers or any of their Subsidiaries, (ii) such access will occur in such a manner as Sellers reasonably determines to be appropriate to protect the confidentiality of the Transactions and such books and records, (iii) all requests for access will be directed to Guggenheim Securities or such other Person(s) as Sellers may designate in writing from time to time, (iv) nothing herein will require Sellers or any of their Subsidiaries to provide access to, or to disclose any information to, Purchaser or any other Person if such access or disclosure (A) would reasonably cause significant competitive harm to Sellers or any of their Subsidiaries if the Transactions are not consummated, (B) would waive any legal privilege or (C) would be in violation of applicable Laws (including the HSR Act and Antitrust Laws) or the provisions of any Contract to which Sellers or any Acquired Entity is bound or would violate any fiduciary duty; provided that, in the case of this clause (iv), the Sellers and their respective Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in material competitive harm, the waiver of any legal privilege or violation of applicable Laws, the provisions of any agreement or any fiduciary duty; provided, further, that no such access shall be required in connection with an adversarial proceeding between Purchaser (or its Designee) or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand, and (v) nothing herein will permit Purchaser (or its Designee) or its authorized Advisors to conduct any sampling or testing of environmental media or any other invasive investigation or assessment at any Leased Real Property or Owned Real Property of Sellers or the Acquired Entities, including of the type commonly known as a Phase II environmental site assessment; provided, however, that notwithstanding the foregoing, in the event any additional sampling or testing of environmental media or any other invasive investigation or assessment at any Leased Real Property or Owned Real Property of Sellers or the Acquired Entities is required by the Purchaser's Debt Financing

Sources providing the Debt Financing with respect to such Leased Real Property or Owned Real Property in connection with the Debt Financing, then the Sellers will not withhold, condition or delay consent in response to a written request of Purchaser in connection therewith.

(b) The information provided pursuant to this Section 6.2 will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall survive the execution of this Agreement notwithstanding anything to the contrary therein. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Seller makes no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and none of Purchaser or its Advisors may rely on the accuracy of any such information.

(c) From and after the Closing for a period of three (3) years following the Closing Date, Purchaser will provide Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda and other documents (for the purpose of examining and copying) relating to the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities, in each case to the extent in Purchaser's possession or control, with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of Purchaser (including for the purpose of better understanding the books and records), as may be reasonably requested by a Seller in connection with the Bankruptcy Cases, the wind-down and liquidation of Sellers, the winddown, transfer or disposition of any Excluded Assets, and any other bona fide legal compliance, accounting or Tax purpose; provided that nothing herein will require Purchaser to provide access to, or to disclose any information to, Sellers if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Laws (including the HSR Act and Antitrust Laws) or the provisions of any agreement to which Purchaser or any of its Subsidiaries or Affiliates is bound or would violate any fiduciary duty; provided that Purchaser and its Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in material competitive harm, the waiver of any legal privilege or violation of applicable Laws, the provisions of any agreement or any fiduciary duty; provided, further, that no such access shall be required in connection with an adversarial proceeding between Purchaser or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand. Unless otherwise consented to in writing by Sellers, Purchaser will use commercially reasonable efforts, for a period of three years following the Closing Date, to not destroy, alter or otherwise dispose of any of such books and records without first offering to surrender to Sellers such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down and related activities (*e.g.*, helping to locate documents or information related to and assisting in preparation of Tax Returns or prosecution or processing of insurance/benefit claims or reconciliation of claims in the Bankruptcy Case) consistent with such employees responsibilities prior to the Closing.

(d) Except as otherwise permitted hereunder, Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier lessee, lessor, lender, licensee, licensor, distributor or noteholder of any Seller prior to the Closing with respect to any Seller, any of its Subsidiaries, any of their respective businesses or the Transactions, in each case, without the prior written consent of Sellers for each such consent with such consent not to be unreasonably withheld, conditioned or delayed; provided that Purchaser and Purchaser Group may, without such consent, (i) contact any landlords to negotiate the amendment, assignment or termination of any Lease, the purchase, directly or indirectly, of any real property leased pursuant to any Leases, or the financeability of such real property interests, (ii) contact officers, managers, directors and employees of any Seller or its Subsidiaries to discuss compensation, benefits and arrangements in order to facilitate a smooth transition and integration of such Persons post-Closing and (iii) contact any customer, supplier, distributor or other commercial relation of any Seller or its Subsidiaries in connection with any matter contemplated by Section 1.5, Section 6.18 or Section 6.19; provided that, in the case of each of the foregoing clauses (ii) and (iii), Purchaser shall provide CTI with reasonable prior written notice thereof and reasonably coordinate the foregoing with Sellers. The Parties shall also reasonably cooperate to make employees available for the matters contemplated by Section 6.3. In furtherance of the foregoing, Sellers shall assist Purchaser (or its Designee) in facilitating conversations with any officer, manager, director, employee, customer, supplier lessee, lessor, lender, licensee, licensor, distributor or noteholder of any Seller, in each case reasonably requested by Purchaser (or its Designee), prior to the Closing in accordance with this Section 6.2(d).

(e) From and after the Closing for a period of three (3) years following the Closing Date (or, if earlier, the closing of the Bankruptcy Case), Sellers will provide Purchaser (and its Designee) and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, and other documents relating to Sellers or their Subsidiaries (other than the Documents), in each case, to the extent in Seller's possession or control (for the purpose of examining and copying) relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date as may be reasonably requested by Purchaser (or its Designee) in connection with a bona fide legal compliance, accounting or Tax purpose; provided that nothing herein will require Sellers to provide access to, or to disclose any information to, Purchaser (or its Designee) if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Laws (including the HSR Act and Antitrust Laws) or the provisions of any agreement to which any Seller is bound or would violate any fiduciary duty; provided that Sellers and their Subsidiaries will use commercially reasonable efforts to provide a reasonable alternative means of accessing any such information in a manner that would not result in the waiver of any legal privilege or violation of applicable Laws, the provisions of any agreement or any fiduciary duty; provided, further, that no such access shall be required in connection with an adversarial proceeding between Purchaser (or its Designee) or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand. Unless otherwise consented to in writing by Purchaser, Sellers will not, for a period of three (3) years following the Closing Date (or, if earlier, the closing of the Bankruptcy Case), destroy, alter or otherwise dispose of any of such books and records without first offering to surrender to the Purchaser such books and records or any portion thereof that Sellers may intend to destroy, alter or dispose of.

(f) Neither of Section 6.2(c) or Section 6.2(e) shall apply with respect to Tax matters, which are the subject of Section 9.3.

6.3 Employee Matters.

(a) At least ten (10) Business Days prior to Closing, Purchaser shall extend to each Business Employee employed by Sellers a written offer of employment reviewed by Sellers, and which Sellers have had an opportunity to comment on, providing for a position that is the same or substantially similar to such employee's position immediately prior to the Closing (including, primary location of employment) and on the terms set forth in this Section 6.3 (or, in the case of any Business Employee employed by Sellers that is a party to an Acquired Seller Plan that is an existing employment agreement, including assumption of such employment agreement (provided any such employment agreements are set forth and identified on Schedule 6.3(a))) ("Transfer Offer") and that, if accepted, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin employment with Purchaser, and Business Employees employed by the Acquired Entities as of the Closing Date, shall be collectively referred to herein as "Transferred Employees." Purchaser shall notify Sellers in a reasonable timeframe (but in any event within ten (10) Business Days of receiving a response from the applicable Business Employee and no later than one (1) Business Day prior to the Closing) with respect to whether each such Transfer Offer has been accepted or rejected. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all Business Employees employed by Sellers will accept the Transfer Offer, or that any Transferred Employee will continue in employment with Purchaser following the Closing for any period of time. Effective as of the Closing, each Transferred Employee previously employed by Sellers (other than the Acquired Entities) shall cease to be an employee of Sellers.

(b) For a period of one (1) year from and after the Closing Date, Purchaser shall provide each Transferred Employee, or cause each Transferred Employee to be provided, with, and each Transfer Offer shall include,: (i) a base compensation or wage rate, as applicable, that is no less than that provided to such Transferred Employee as of immediately prior to the Closing; (ii) short-term cash incentive opportunities that are substantially comparable in the aggregate in target dollar value to those provided to such Transferred Employee as of immediately prior to the Closing; and (iii) other employee benefits (excluding severance, change of control, key employee incentive, key employee retention, other retention or one-time bonus and equity-based incentive plans or arrangements) that are substantially comparable in the aggregate in dollar value to those provided to such Transferred Employees as of immediately prior to the Closing. For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Purchaser or any of its Affiliates after the Closing Date (the "Purchaser Plans"), subject to the terms of any applicable Contracts and any required third-party consents, each Transferred Employee shall be credited with his or her years of service with Sellers (and any predecessor thereto) before the Closing Date, except to the extent such credit would result in a duplication of benefits. Prior to the Closing Date, the Sellers shall make available to Purchaser all data in Sellers' possession that is reasonably requested by Purchaser as necessary to administer each Acquired Seller Plan and, upon reasonable request from Purchaser, Seller shall request from Seller's agent any such information so requested by Purchaser that is not in Seller's possession.

(c) (i) Purchaser shall use commercially reasonable efforts to cause each Transferred Employee to be immediately eligible to participate, without any waiting time, in the Purchaser Plans; (ii) for purposes of each Purchaser Plan providing health or welfare benefits, Purchaser shall cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were not waived under comparable Employee Benefit Plans); and (iii) Purchaser shall cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Transferred Employee and his or her covered dependents for the applicable plan year of each comparable Purchaser Plan.

(d) Purchaser shall assume, honor and be solely responsible for paying, providing and satisfying when due in accordance with the terms of any applicable Acquired Seller Plan, each of the following: (i) all accrued and unused vacation, personal days, sick pay and other paid time off for Transferred Employees earned but unused as of the Closing Date; (ii) all accrued and unpaid cash key employee retention incentive obligations as of the Closing Date; and (iii) all vacation, personal days, sick pay and other paid time off, benefits and benefit claims, severance and termination pay, notice, and benefits (including any employer Taxes related thereto), in each case of this clause (iii), accruing, incurred or arising as a result of employment or separation from employment with Purchaser on or after the Closing Date with respect to Transferred Employees.

(e) For the avoidance of doubt, (i) except as expressly provided under Section 6.3 of this Agreement, included in the definition of Working Capital, or in connection with an Acquired Seller Plan, all obligations, Liabilities relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities with respect to current and former employees of any of the Acquired Entities prior to the Closing shall be deemed an Excluded Liability and Seller shall be solely responsible for paying, providing and satisfying any such Liabilities, and that (ii) Purchaser shall be solely responsible for those Liabilities (excluding those identified in Section 1.4(d) of this Agreement) in respect of claims made by any Transferred Employee (or any other individual claiming that he or she is or should be a Transferred Employee) for severance or other termination benefits under any Acquired Seller Plan or applicable Law (including claims for wrongful dismissal, notice of termination of employment, pay in lieu of notice or breach of Contract) arising out of, relating to or in connection with any failure to offer employment to (or the terms of such offer), or to continue the employment of, any such Transferred Employee (or other individual claiming that he or she is or should be a Transferred Employee) or other failure to comply with the terms of this Agreement.

(f) Purchaser will, or will cause its Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws (“WARN Act”) and to otherwise comply with the WARN Act with respect to any “plant closing” or “mass layoff” or group termination or similar event under the WARN Act affecting Business Employees or Transferred Employees (including as a result of the consummation of Transactions) and occurring on and after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would cause any termination of employment of any employees by Sellers or their Affiliates occurring prior to or at the Closing to constitute a “plant closing,” “mass layoff” or group termination or similar event under the WARN Act, or to create

any Liability or penalty to Sellers or any of their Affiliates for any employment terminations under applicable Law; provided that Purchaser and Seller shall cooperate in good faith in order to ensure compliance with the WARN Act and upon written request of the Purchaser, Seller shall send WARN notices to employees and any other Persons.

(g) Purchaser shall be solely responsible for any and all obligations and Liabilities arising under Section 4980B of the Tax Code with respect to all “M&A qualified beneficiaries” as defined in 26 C.F.R. § 54.4980B-9.

(h) For any Transferred Employees who are principally based outside the United States, the Parties will comply with applicable Law and the intention of the Parties is that the provisions of this Section 6.3 shall not trigger any severance, separation pay, notice or pay in lieu thereof or similar termination indemnities.

(i) Sellers shall timely provide to Purchaser all information required to be provided by the predecessor under Section 5 of the Revenue Procedure 2004-53 and any other information reasonably required by Purchaser in connection with its reporting obligations thereunder and, provided such information is timely provided, Purchaser shall adopt the “alternate procedure” for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Section 5 of Revenue Procedure 2004-53.

(j) With respect to any Acquired Seller Plan that is intended to be qualified under Section 401(a) of the Tax Code, Purchaser shall contribute to such plan any unpaid employer matching contribution amounts for the 2023 plan year based on the employer matching formula in effect as of the date hereof.

(k) The provisions of this Section 6.3 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any employees of Sellers or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any Employee Benefit Plan or any other benefit or compensation plan, program, policy, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 6.3, alter or limit Purchaser’s or Sellers’ ability to amend, modify or terminate any particular benefit or compensation plan, program, policy, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

6.4 Regulatory Approvals.

(a) Subject to Section 6.5, each Seller will, and will cause its Subsidiaries to, (i) make or cause to be made all filings and submissions required to be made by Seller under any applicable Laws for the consummation of the Transactions, if any, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings required to be made by the Purchaser Group pursuant to

Section 6.4(b), and (iii)(A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(a) or Section 6.4(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the Transactions, if any, (ii) cooperate with any Seller in exchanging such information and providing such assistance as any Seller may reasonably request in connection with any filings made by any Seller pursuant to Section 6.4(a), and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

(c) This Section 6.4 shall not apply to efforts related to Antitrust Laws, which shall be governed by the obligations set forth in Section 6.5 below.

6.5 Antitrust Notification.

(a) To the extent required, each Seller and Purchaser (and their respective Affiliates, if applicable) will, (i) as promptly as practicable and no later than ten (10) Business Days following the date of this Agreement, file with the United States Federal Trade Commission (the “FTC”) and the United States Department of Justice (the “DOJ”), a Notification and Report Form relating to this Agreement the Transactions pursuant to the HSR Act, and (ii) as promptly as practicable file all notifications, filings, registrations, forms and submissions, including any draft notifications in jurisdictions requiring pre-notification, as are required by the Antitrust Laws set forth on Schedule 7.1(a). Each Seller and Purchaser shall (and shall cause their respective Affiliates to) (A) cooperate and coordinate (and shall cause its respective Affiliates to cooperate and coordinate) with the other in the making of such filings; (B) supply the other (or cause the other to be supplied) with any information that may be required in order to make such filings; (C) make (or cause to be made) an appropriate response to any additional information that may be required or requested by the FTC, the DOJ or the Governmental Bodies of any other applicable jurisdiction; and (D) take (and cause their Affiliates to take) all action necessary, proper or advisable to (1) cause the expiration or termination of the applicable waiting periods pursuant to the HSR Act and any other Antitrust Laws applicable to this Agreement or the Transactions; and (2) obtain any required Consents pursuant to the HSR Act and any other Antitrust Laws applicable to this Agreement or the Transactions, in each case as promptly as reasonably practicable and in any event prior to the Outside Date. If any Party or Affiliate thereof receives any comments or a request for additional information or documentary material from any Governmental Body with respect to the Transactions pursuant to the HSR Act or any other applicable Antitrust Law, then such Party shall make (or cause to be made), as promptly as practicable and after consultation with the other Party, an appropriate response to such request. No Party shall stay, or cause its Affiliates to, toll or extend any applicable waiting period under the HSR Act, pull and refile under the HSR Act, or enter into any timing agreement or other understanding with any Governmental Body with respect to the HSR Act or any other Antitrust Law applicable to the Transactions without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned or

delayed. Purchaser and Sellers, including their respective counsel, shall cooperate in good faith to consider any requests to stay, toll, or extend any applicable waiting period under the HSR Act or any other Antitrust Law applicable to the Transactions. Purchaser will be solely responsible for payment of all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, each Seller and Purchaser will use their reasonable best efforts to as promptly as practicable (and in any event prior to the Outside Date) obtain any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations required under the HSR Act or any other Antitrust Law for the consummation of this Agreement and the Transactions. In furtherance and not in limitation of the other covenants in this Section 6.5, and notwithstanding anything else in this Agreement, Purchaser will take any and all steps necessary to avoid or eliminate each and every impediment under the HSR Act and any other Antitrust Law as may be required to obtain satisfaction of the closing conditions set forth in Section 7.1(a) or Section 7.1(b) and allow the consummation of this Agreement and the Transactions as soon as practicable and, in any event, prior to the Outside Date, including offering, negotiating, committing to and effecting, by Consent decree, hold separate Order or otherwise, (i) the sale, divestiture, transfer, license, disposition, or hold separate (through the establishment of a trust or otherwise), of any and all of the capital stock or other equity or voting interest, assets (whether tangible or intangible), rights, properties, products or businesses of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries; (ii) the termination, modification, or assignment of existing relationships, joint ventures, Contracts, or obligations of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries; (iii) the modification of any course of conduct regarding future operations of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries; and (iv) any other restrictions on the activities of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries, including the freedom of action of Purchaser or its Subsidiaries, or the Seller and its Subsidiaries with respect to, or their ability to retain, any of their respective operations, divisions, businesses, product lines, customers, assets or rights or interests, or their freedom of action with respect to the assets, properties, or businesses to be acquired pursuant to this Agreement. Purchaser shall oppose any request for or, the entry of, and shall seek to have vacated or terminated, any Order, judgment, decree, injunction or ruling of any Governmental Body that could restrain, prevent or delay any required Consents applicable to the Transactions, including by defending through litigation, any Action asserted by any Person in any court or before any Governmental Body and by exhausting all avenues of appeal, including appealing properly any adverse decision or Order by any Governmental Body, it being understood that the costs and expenses of all such actions shall be borne by Purchaser. Notwithstanding anything to the contrary herein, Purchaser shall not be required to take or agree to take any actions with respect to the Sellers' assets, properties, or businesses that would, individually or in the aggregate, reasonably be likely to result in a material adverse effect on (i) the Sellers' assets, properties, and businesses to be acquired pursuant to this Agreement, taken as a whole or (ii) the governance or information rights necessary to enable Purchaser to operate the assets to be acquired pursuant to this Agreement following the Closing in the Ordinary Course; provided further for the avoidance of doubt, nothing in this Agreement shall require any equityholders or Affiliates of Purchaser to take or agree to take any actions, including with respect to any of their businesses, assets, or other interests. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the Sellers or any of their Subsidiaries or Affiliates to take or agree to take (and they shall not take or agree to take without the written consent of Purchaser) any action that is not conditioned on the Closing as may be required in order to obtain satisfaction of the closing conditions set forth in

Section 7.1(a) prior to the Outside Date, in each case, so as to allow the consummation of this Agreement and the Transactions as soon as practicable and, in any event, prior to the Outside Date.

(c) None of the Sellers or Purchaser will participate in any substantive meeting or discussion with any Governmental Body with respect to any filings, applications, investigation or other inquiry relating to the Transactions without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such Governmental Body. Each Party will have the right to review the content of any draft notifications, formal notifications, filings, submissions, or other substantive written communications (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any Governmental Body in advance of any such submission and will consider in good faith the views of the other Party in connection therewith. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other Party pursuant to this Section 6.5, the disclosing Party may (i) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (ii) redact such materials as necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Acquired Assets.

(d) Except as expressly contemplated or permitted by this Agreement, Purchaser will not, and will not permit Brookfield Infrastructure Fund III GP LLC (together with its controlled investment vehicles) to, directly or indirectly take any action or agree to take any action (including to acquiring or agreeing to acquire any assets or businesses) that would be reasonably likely to (i) materially delay or prevent the receipt of any required clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the HSR Act or any other Antitrust Law, (ii) increase the risk of any Governmental Body entering an Order preventing, delaying or prohibiting the consummation of the Transactions or (iii) delay or prevent the satisfaction of the closing conditions set forth in Section 7.1(a) or Section 7.1(b) or the consummation of the Transactions.

6.6 Corporate Name.

(a) As soon as reasonably practicable, but in no event more than thirty (30) days after the Closing, the Sellers shall cause an amendment to the certificate of incorporation or formation (or other constituent documents) of each Seller and each Subsidiary that is not an Acquired Entity to be filed with the appropriate Governmental Body and shall take all other action necessary to change each Seller’s and such Subsidiary’s name, as applicable, to a name or names not containing “Cyxtera,” “Cyxtera Technologies” or any other trademark included in the Owned Intellectual Property or any name confusingly similar to the foregoing (“Transferred Marks”) and will cause to be filed as soon as reasonably practicable after the Closing, in the jurisdiction in which such Seller or such Subsidiary is organized, any documents necessary to reflect such change in its name.

(b) As soon as reasonably practicable, but in no event more than fifteen (15) days after the name change contemplated by Section 6.6(a), the Sellers shall file such pleadings

and move to obtain such orders as are necessary to change the caption of each Seller petition that is a Debtor in the Bankruptcy Cases to change each Seller's and such Subsidiary's legal name on such petitions, as applicable, to a name or names not containing "Cyxtera," "Cyxtera Technologies" or any other trademark included in the Acquired Intellectual Property or any name confusingly similar to the foregoing.

(c) Purchaser (on behalf of each of the Purchasers and their respective Affiliates) hereby grant (and hereby cause its Affiliates to grant) to Seller and its Affiliates, a limited, revocable, non-exclusive license to use the Transferred Marks solely on a wind-down and transitional basis for a period from the Closing through until the earlier of (i) the first anniversary of the Closing Date and (ii) the termination of all operations at and occupancy of all sites covered by any Lease that Purchaser designates for rejection in accordance with Section 1.5 (the "IP Wind-Down Period") in a substantially similar manner as used prior to the Closing. Notwithstanding any of the foregoing, nothing in this Section 6.6 shall prevent the Sellers or any of its Affiliates from using any trademarks or service marks (i) as required by applicable Law, (ii) on internal business and legal documents, materials, and items, solely for internal use and archival purposes, or (iii) in a manner that could not reasonably constitute trademark infringement or dilution even in absence of a license (including fair use, nominative fair use, or other descriptive, non-trademark use).

(d) Promptly after the IP Wind-Down Period, the Sellers further agree that from and after the Closing, each of the Sellers and their respective Affiliates (i) will cease to make any use of the name "Cyxtera," "Cyxtera Technologies" or any other Transferred Marks and any similar names indicating affiliation with the Purchaser or any of its Affiliates and (ii) will cease using any and all Owned Intellectual Property.

6.7 Commercially Reasonable Efforts; Cooperation; Notices and Consents.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Subsidiaries to, use its and their respective commercially reasonable efforts to perform its and their respective obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the Transactions to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party, its Affiliates and its and their respective Advisors in connection with any step required to be taken as a part of its obligations hereunder. For the avoidance of doubt, the Parties agree that the foregoing cannot be construed to create any obligation on any of the aforementioned Advisors to take or refrain from taking any action, absent an express contractual requirement to do so, nor can any of the foregoing be construed to override existing confidentiality and other obligations owed by any Party or other Person to such Advisors.

(b) Prior to the Closing, Sellers will, and will cause the Acquired Entities to, terminate any intercompany Liability (i) between or among any Acquired Entity, on the one hand, and any Seller or its Affiliates, on the other hand, or (ii) between or among one or more Acquired Entities, in each case, without Liability to Purchaser or any of its Affiliates (including any Acquired Entities), except to the extent that such Liability is taken into account in the final calculation of Closing Working Capital, unless Purchaser otherwise requests in writing that they not so terminate any such intercompany Liability. For the avoidance of doubt, any intercompany Liability not terminated pursuant to this Section 6.7(b), including all intercompany Liabilities

solely between the Sellers or their respective Affiliates (other than Acquired Entities), shall be deemed to be an Excluded Liability.

(c) As promptly as practicable following the date hereof, Sellers will give, or will cause to be given, any notices to third parties, and will use their respective commercially reasonable efforts to obtain any third party Consents or sublicenses, in each case, that may be triggered by or required in connection with the Transactions, including the assignment to Purchaser or its Designee, of the Assigned Contracts. On the final termination of the Factoring Facility, to occur no later than the Closing, Sellers shall repay, or cause to be repaid, any outstanding amounts still due and owing thereunder and shall obtain a standard payoff letter from PNC Bank National Association, as administrative agent, and file lien releases and account control agreement terminations, releasing the collateral thereunder. Sellers agree to work in good faith with PNC, as administrative agent, under the Factoring Facility to facilitate a repurchase of account receivables, if any, that remain outstanding thereunder on the date of termination thereof.

(d) Promptly following the date hereof, Seller will use reasonable best efforts to provide Purchaser with a true, complete and correct list of all Permits maintained by the Sellers and their Subsidiaries that are necessary or required to conduct their businesses as conducted as of the date hereof.

6.8 Further Assurances. Except as expressly limited by this Agreement or any other Transaction Agreement, from time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments, and will take, or cause to be taken, all such further or other actions as may be reasonably necessary or desirable to evidence and effectuate the Transactions, the transfer of title to the Acquired Assets to, and assumption of Assumed Liabilities by, Purchaser or its Designee(s) in accordance with the terms of this Agreement, and the DLR Transactions, to the extent applicable (including any distribution of cash contemplated thereby).

6.9 Insurance Matters. Purchaser acknowledges that, subject to the next sentence, from and after the Closing, all nontransferable and non-assignable insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) shall not provide any coverage to Purchaser and the Acquired Assets and no further coverage shall be available to Purchaser or the Acquired Assets under any such policies. From and after the Closing, Purchaser shall have the right to make claims and the right to any recovered insurance proceeds with respect to, and to the extent of any losses sustained or assumed by the Purchaser or its Designee or their respective Affiliates with respect to, any matter related to the Acquired Assets or Assumed Liabilities or Acquired Entities under any insurance policies for occurrence-based claims pertaining to or arising out of occurrences that took place in periods prior to the Closing, and Sellers shall seek the maximum recovery or allow Purchaser to seek recovery under such insurance policies, and Sellers shall cooperate with Purchaser's reasonable requests if it seeks recovery, with respect to such matters and shall remit (or, at Purchaser's request, direct any such insurer to pay directly to Purchaser) any insurance proceeds actually obtained therefrom (net of Sellers' reasonable and documented out-of-pocket costs and expenses of seeking such recovery, to the extent not otherwise paid or reimbursed by Purchaser) to Purchaser or its Designee.

6.10 Third Party Credit Support Obligations.

(a) Purchaser acknowledges that in the course of conduct of their business, Sellers and their Affiliates may have entered into various arrangements (a) in which guarantees, letters of credit, sureties, bonds or similar arrangements were issued by Sellers or their Affiliates and (b) in which Sellers or their Affiliates are the primary obligors on other Contracts, in any such case to support or facilitate such business, which are set forth in Schedule 6.10(a) (the “Seller Support Obligations”). It is understood that the Seller Support Obligations are not intended to continue after the Closing. Purchaser agrees that it shall use its commercially reasonable efforts to obtain either (i) the full and unconditional release of Sellers and their Affiliates of each if the Seller Support Obligations, or (ii) replacements for the Seller Support Obligations, in either case that will be in effect at the Closing, or, in the case of Seller Support Obligations described in the foregoing clause (b), will use its commercially reasonable efforts to arrange for itself or one of its Subsidiaries to be substituted as the primary obligor thereon effective as of the Closing through an assumption, accession, acknowledgement or similar agreement (which shall include the full and unconditional release of Sellers and their Affiliates) with the beneficiary of the applicable Seller Support Obligation; it being understood and agreed that such exercise of commercially reasonable efforts shall not require Purchaser to (x) expend its own cash or other assets or property in order to replace such Seller Support Obligations or otherwise to fulfill its obligations under this Schedule 6.10(a) or (y) breach its obligations with respect to the Debt Financing or take any action that could reasonably be expected to cause any of the conditions precedent therein to not be satisfied. Whether or not Purchaser is able to satisfy the terms of the immediately preceding sentence, Purchaser shall indemnify Sellers and their Affiliates and each of their respective officers, directors, employees, agents and representatives from and against any and all Liabilities incurred by any of them relating to the Seller Support Obligations, except to the extent due to the breach, gross negligence or willful misconduct of the Sellers.

(b) Except for those set forth in Schedule 6.10(b), Sellers and their Affiliates shall (i) maintain the effectiveness of each letter of credit, surety bond or similar obligation of a Seller and its Subsidiaries from and after the Closing Date until it is released by the secured party, (ii) not amend or modify such letter of credit, surety bond or similar obligation of a Seller and its Subsidiaries in a manner adverse to Purchaser and (iii) not let any such letter of credit, surety bond or similar obligation of a Seller and its Subsidiaries lapse or terminate without the prior written consent of Purchaser.

(c) During the period following the Closing and until the first (1st) anniversary of the Closing Date, Purchaser shall (i) use commercially reasonable efforts to collect any cash collateral held by or on behalf of any utility provider as security for any utilities-related Liabilities (including deposits for electricity, telephone or other utilities) of the Sellers or any Acquired Entity, and (ii) remit to the Sellers, by wire transfer of immediately available funds to such account designated in writing by CTI, any such actually collected amounts (net of any documented, out-of-pocket third party costs of recovery) and any amounts applied for credit on invoices, promptly following actual receipt by Purchaser thereof prior to the first (1st) anniversary of the Closing Date, solely to the extent such amounts are not otherwise included in the Cash Amount for purposes of this Agreement; provided that, notwithstanding the foregoing, Purchaser shall not be required to initiate or pursue any Action against any applicable utility provider in connection with the obligations set forth in this Section 6.10(c). Notwithstanding the foregoing, at the first (1st)

anniversary of the Closing Date, solely to the extent Purchaser has not previously remitted to the Sellers an amount equal to or greater than \$6,000,000 pursuant to the foregoing sentence and clause (ii) of the definition of Cash Amount, Purchaser shall remit to the Sellers, by wire transfer of immediately available funds to such account designated in writing by CTI, an amount equal to the excess (if any) of (x) \$6,000,000, over (y) any and all amounts previously remitted by Purchaser to the Sellers pursuant to this Section 6.10(c) and clause (ii) of the definition of Cash Amount (such amount, the “Final Deposits Payment Amount”). Upon the payment of the Final Deposits Payment Amount by Purchaser, no amount shall be due and owing to the Sellers pursuant to this Section 6.10(c).

6.11 Acknowledgement by Purchaser.

(a) Without limiting the generality of Section 3.23, in connection with the investigation by the Purchaser of Sellers and their Subsidiaries, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of Seller or other Seller Parties, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, “Projections”). Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of Seller and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(b) Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.11. Purchaser acknowledges and agrees, on its own behalf and on behalf of the members of Purchaser Group, that the covenants and agreements contained in this Section 6.11 (i) require performance after the Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.11, Seller would not enter into this Agreement. Notwithstanding anything to the contrary contained herein, nothing in this Section 6.11 shall limit or affect any claims for Fraud.

6.12 Receipt of Misdirected Assets; Wrong Pockets. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in

the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Purchaser for such Seller until so transferred.

6.13 Directors' and Officers' Indemnification. Following the Closing until the sixth (6th) anniversary thereof, Purchaser shall cause the Acquired Entities not to amend, repeal or otherwise modify the Acquired Entities' constitutive documents as in effect at the Closing, in any manner that would adversely affect the indemnification and exculpation rights thereunder of individuals who are or were directors or officers of the Acquired Entities with respect to periods prior to the Closing. Purchaser shall not take any action to cancel or otherwise reduce coverage under any "tail" insurance policies purchased by the Acquired Entities prior to the Closing; provided that no payments shall be required of the Acquired Entities or the Purchaser Group with respect to such policies after the Closing.

6.14 Financing Matters.

(a) From the date hereof until the Closing or the earlier termination of this Agreement, the Sellers shall, and shall cause each Acquired Entity and its and their respective representatives to use their commercially reasonable efforts to reasonably cooperate with Purchaser and its Affiliates in connection with, the arrangement of any debt financing to be incurred on the Closing Date in connection with the Transactions (the "Debt Financing"), which shall include using commercially reasonable efforts for (i) upon reasonable advance notice and at mutually agreeable times, participating in a reasonable number of bank meetings and similar presentations to and with the Debt Financing Sources and rating agencies, including direct contact between senior management and the other representatives of the Sellers and their Subsidiaries or such Acquired Entity, on the one hand, and the actual and potential Debt Financing Sources, on the other hand, (ii) furnishing Purchaser with historical financial statements and other information regarding the Sellers and their Subsidiaries as is customarily provided in connection with financings of the type contemplated by the Debt Financing in the format and presentation, presently prepared by the Seller's current preparer, (iii) providing information for the preparation of any pledge and security agreements and other definitive financing documentation for the Debt Financing, including schedules to the definitive documentation for the Debt Financing as may be reasonably requested by Purchaser, (iv) facilitating the pledging of collateral for the Debt Financing (including cooperation in connection with the (A) pay-off of existing Indebtedness to the extent contemplated by this Agreement and the release (or, at Purchaser's request in the case of jurisdictions that impose mortgage recording or similar taxes, assignment) of related Encumbrances and termination of security interests (including delivering prepayment or termination notices as required by the terms of any existing Indebtedness and delivering the customary payoff letters), (B) Lease amendments to facilitate such pledging, and (C) obtaining of any mortgages in favor of the Debt Financing Sources on any Acquired Assets that are Owned Real Property or Leased Real Property) and (v) providing to Purchaser, its Affiliates and their Debt Financing Sources at least four (4) Business Days prior to the Closing Date all documentation and other information required by Governmental Bodies under applicable "know your customer" and anti-money laundering rules and regulations. Purchaser and its Affiliates shall be permitted to disclose confidential information subject to the Confidentiality Agreement to any parties providing commitments for the Debt Financing, rating agencies and prospective lenders, subject to such parties providing commitments, rating agencies and prospective lenders entering into customary confidentiality undertakings for a syndication with respect to such information.

(b) Each Seller and Subsidiary of a Seller consents to the customary and reasonable use of such Seller's or Subsidiary's logos in connection with any Debt Financing; provided that such logos are used solely in a manner that is not intended, or reasonably likely, to harm or disparage the Sellers and their Subsidiaries or the reputation or goodwill of the Sellers and their Subsidiaries.

(c) Notwithstanding anything in this Agreement to the contrary, nothing herein shall require (i) any Seller or Subsidiary of a Seller or any of their representatives to execute or enter into any certificate, instrument, agreement or other document in connection with the Debt Financing, (ii) cooperation or other actions or efforts on the part of the Sellers or their Subsidiaries, or any of their respective representatives, in connection with the Debt Financing to the extent it would interfere unreasonably with the business or operations of such Seller or Subsidiary of a Seller, (iii) the Sellers or their Subsidiaries or any of their respective representatives to pay any commitment or other fee or incur any other Liability in connection with the Debt Financing that is not reimbursed by Purchaser, (iv) the board of directors or similar governing body of any Seller or Subsidiary of a Seller, prior to the Closing, to adopt resolutions approving, or otherwise approve, the agreements, documents or instruments pursuant to which the Debt Financing is made, (v) the Sellers or their Subsidiaries to provide any access or information if (A) doing so would reasonably be expected to violate any fiduciary duty, applicable law or existing Contract to which a member of the Sellers or their Subsidiaries is party (B) doing so would reasonably be expected to result in the loss of the ability to successfully assert attorney-client, work product or similar privileges; provided that the Sellers and their Subsidiaries shall use reasonable best efforts to make appropriate substitute arrangements under circumstances in which the foregoing restrictions do not apply, or (C) in a format or presentation not consistent with Seller's current practices (vi) cooperation that would violate, or result in the waiver of any benefit under this Agreement, any other material Contract (not entered in contemplation hereof) or any Law to which the Sellers or their Subsidiaries are a party or (vii) the Sellers or their Subsidiaries or any of their respective representatives to prepare or provide (and Purchaser shall be solely responsible for) pro forma financial information, including pro forma cost savings, synergies, capitalization or other pro forma adjustments desired to be incorporated into any pro forma financial information in connection with the Debt Financing; provided that the Sellers and their Subsidiaries and their respective representatives shall reasonably assist Purchaser in the preparation of such pro forma financial information.

(d) All non-public information regarding Sellers provided to Purchaser, its Affiliates, its Debt Financing Sources, or its Advisors pursuant to this Section 6.14 shall be kept confidential by them in accordance with the Confidentiality Agreement or confidentiality provisions comparable to those set forth in the Confidentiality Agreement. None of Sellers shall be required to disclose any information that is subject to attorney-client or similar privilege. None of Sellers shall be required to take any action pursuant to this Section 6.14 that would subject it to actual or potential Liability for which it would not be indemnified hereunder or to bear any cost or expense or to pay any commitment or other fee or provide or agree to provide any indemnity in connection with the Debt Financing. Purchaser shall indemnify and hold harmless the Seller Parties from and against any and all Liabilities, suffered or incurred by them in connection with this Section 6.14 and any information utilized in connection therewith, in each case, except such Liabilities suffered or incurred as a result of such Person's gross negligence, willful misconduct or willful breach of this Agreement, in each case, as determined by a final, non-appealable decision

of a court of competent jurisdiction. Purchaser shall, promptly upon request by CTI, reimburse Sellers for all reasonable and documented out-of-pocket costs incurred by them in connection with their complying with their obligations under this Section 6.14.

(e) Notwithstanding this Section 6.14 or anything else in this Agreement, Purchaser acknowledges and agrees that (i) it is not a condition to the Closing or to any of Purchaser's other obligations under this Agreement that the Purchaser obtain financing for or related to any of the Transaction (including all or any portion of the Debt Financing). The Parties agree that this Section 6.14 (and not Section 6.7 or Section 6.8) sets forth Sellers' sole obligations with respect to the Debt Financing and (ii) the condition set forth in Section 7.2(b), as it applies to Sellers' obligations under this Section 6.14, shall be deemed satisfied unless the Debt Financing has not been obtained as a direct result of Sellers' knowing and material willful breach of their obligations under this Section 6.14.

6.15 Title Insurance Policies; Memoranda of Lease; Estoppel Certificates. The Sellers and their Subsidiaries shall cooperate reasonably with Purchaser in Purchaser's efforts to (i) obtain any commitments, reports or policies of title insurance with respect to any Owned Real Property or Leased Real Property, including by providing affidavits, indemnities and other similar instruments reasonably required by the applicable title insurance companies in connection therewith, which affidavits, indemnities, and instruments shall not expand any representation or warranty, or any remedy or Liability, of any Party and (ii) place each Lease of record, including by executing and delivering and using commercially reasonable efforts to cause the landlord or other counterparty under such Lease to execute and deliver a memorandum of such Lease (as well as the applicable Assignment and Assumption of Lease or a memorandum thereof) in a form appropriate for recordation in the applicable jurisdiction; provided that Purchaser shall be responsible for all recording costs and any applicable transfer or conveyance taxes (or similar taxes) payable in connection with the recordation of any memorandum of a Lease other than any such items which are not payable as a result of the exemption available under Section 1146(a) of the Bankruptcy Code. The Sellers and their Subsidiaries shall use commercially reasonable efforts to cause the landlord or other counterparty under each Lease to execute and deliver (for the benefit of Purchaser and its financing sources) within thirty (30) days prior to the Closing an estoppel certificate in a form that is reasonably satisfactory to Purchaser.

6.16 Seller Joinder. Following the date hereof, at Purchaser's request, CTI or the other Sellers shall promptly cause the UK Seller, the Germany Seller or the Singapore Seller, to the extent such Person is designated as a Seller in accordance with any DLR Transaction and is not already a Seller hereunder, to execute and deliver to the other Parties hereto a joinder to this Agreement in the form attached hereto as Exhibit I (each, a "Seller Joinder") and, from and after the delivery of such Seller Joinder, such UK Seller, Germany Seller or Singapore Seller (as applicable) shall be deemed to be a Seller and a Party for such purposes of, and in connection with, the consummation of such DLR Transaction; provided, that such UK Seller, Germany Seller or Singapore Seller (as applicable) will remain a Transferred Subsidiary for all purposes hereof; provided that the Parties acknowledge and agree that the Germany Seller, the Singapore Seller, and the UK Seller are not and shall not in any event be Debtors and, as such, none of the provisions of this Agreement incorporating, applying, or involving the Bankruptcy Code (but only to the extent the Bankruptcy Code is so incorporated, applied, or involved and not otherwise disapplying

such provisions generally) shall apply to the transactions in which the Germany Seller, the Singapore Seller, and the UK Seller directly participate hereunder.

6.17 Confidentiality. The Confidentiality Agreement shall automatically terminate in connection with the Closing without further action by any Party thereto. Following the Closing, each Seller shall, and shall cause the other Seller Parties, to, (i) maintain the confidentiality of, (ii) not use, and (iii) not divulge to any Person (other than its employees and Advisors), any confidential, non-public or proprietary information included in the Acquired Assets or otherwise relating to the business of the Sellers and their Subsidiaries (“Confidential Information”), except to the extent necessary in connection with their winddown, liquidation, and related activities (including Tax Returns and processing of claims in the Bankruptcy Case) and the operation and winddown of any sites governed by any Lease that Purchaser designates for rejection in accordance with Section 1.5(b), with the prior written consent of Purchaser, or as may be required by applicable Law; provided that such Seller Parties shall not be subject to such obligation of confidentiality for Confidential Information that is or becomes generally available to the public without breach of this Agreement by such Seller Party. If any Seller Party shall be required by applicable Law to divulge any Confidential Information, such Seller Party shall provide Purchaser with prompt written notice of each such request so that Purchaser may, at Purchaser’s sole expense, seek an appropriate protective Order or other appropriate remedy, and such Seller Party shall reasonably cooperate with Purchaser to obtain a protective Order or other remedy; provided that, in the event that a protective Order or other remedy is not obtained, such Seller Party shall furnish only that portion of such Confidential Information which, in the opinion of its counsel, such Seller Party is legally compelled to disclose and shall exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information so disclosed.

6.18 DLR Transactions.

(a) UK Transaction.

(i) If a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) that contemplates the consummation of the UK Transaction, then no later than three (3) Business Days prior to the Closing Date, the Sellers shall, and shall cause their relevant respective Subsidiaries to, effect the restructuring transactions set forth on the UK Restructuring Steps Plan attached hereto as Exhibit H (such transactions, the “UK Restructuring Transactions”), reasonably cooperate with Purchaser and its Affiliates in connection therewith, including by providing any reasonably requested information required in connection with the foregoing to Purchaser, its Affiliates and their respective representatives, and, following the UK Restructuring Transactions, at the Closing in accordance with Section 2.3(b), sell, transfer, assign, convey, and deliver to the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) all shares of capital stock or other Equity Interests of any entity formed (and to which the designated assets and liabilities were transferred) pursuant to the UK Restructuring Transactions free and clear of any Encumbrances (other than Encumbrances arising under applicable securities Laws), on the terms and subject to the conditions set forth herein (the “UK Transaction”), in exchange for the payment and delivery of the UK Consideration

Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) to the UK Seller.

(ii) In connection with the consummation of the UK Transaction, Sellers shall, and shall cause their relevant respective Subsidiaries to use their commercially reasonable efforts to obtain all applicable third-party consents or approvals and send any applicable notices, in each case, reasonably required to effect the UK Transaction. Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the UK Transaction (the “UK Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Sellers with respect to any UK Document made in good faith shall be reflected in the finalized UK Documents, and the relevant Parties shall each cooperate with each other in respect thereof. The UK Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the UK Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized UK Documents shall promptly be provided to Purchaser upon its execution.

(b) Germany Transaction.

(i) If a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) that contemplates the consummation of the Germany Transaction, then the Sellers shall cause the Germany Seller to, at the Closing in accordance with Section 2.3(b), enter into the Germany Lease Termination Agreements and terminate the leases set forth on Exhibit H hereto between the Germany Seller and the applicable Designee or its Affiliate (such leases, the “Germany Leases”) in exchange for the payment and delivery of the Germany Consideration Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as Designee hereunder) to the Germany Seller (collectively, the “Germany Transaction”).

(ii) In connection with the consummation of the Germany Transaction, Sellers shall, and shall cause their relevant respective Subsidiaries to use their commercially reasonable efforts to obtain all applicable third-party consents or approvals and send any applicable notices, in each case, reasonably required to effect the Germany Transaction. Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the Germany Transaction (the “Germany Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Sellers with respect to any Germany Document made in good faith shall be reflected in the finalized Germany Documents, and the relevant Parties shall each cooperate with each other in respect thereof.

The Germany Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the Germany Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized Germany Documents shall promptly be provided to Purchaser upon its execution.

(c) Singapore Transaction.

(i) If a DLR Election Notice is provided by Purchaser in accordance with Section 2.3(b) that contemplates the consummation of the Singapore Transaction, then the Sellers shall cause the Singapore Seller to, at the Closing in accordance with Section 2.3(b), (x) enter into the Singapore Lease Termination Agreement(s) and terminate the lease(s) set forth on Exhibit H hereto between the Singapore Seller and the applicable Designee or its Affiliate which are designated for termination (such leases, the “Singapore Leases” and such transactions, the “Singapore Lease Termination”), or (y) sell, transfer, assign, convey, and deliver to Purchaser’s Designee as set forth in the DLR Election Notice the assets and liabilities of the Singapore Seller as set forth on Exhibit H free and clear of all Encumbrances other than Permitted Post-Closing Encumbrances, on the terms and subject to the conditions set forth herein (the “Singapore Asset Sale” and together with the Singapore Lease Termination (if applicable), collectively, the “Singapore Transaction”), in the case of either clause (x) or (y), in exchange for the payment and delivery of the Singapore Consideration Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) to the Singapore Seller.

(ii) In connection with the consummation of the Singapore Transaction, Sellers shall, and shall cause their relevant respective Subsidiaries to use their commercially reasonable efforts to obtain all applicable third-party consents or approvals and send any applicable notices, in each case, reasonably required to effect the Singapore Transaction. Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the Singapore Transaction (the “Singapore Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Sellers with respect to any Singapore Document made in good faith shall be reflected in the finalized Singapore Documents, and the relevant Parties shall each cooperate with each other in respect thereof. The Singapore Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the Singapore Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized Singapore Documents shall promptly be provided to Purchaser upon its execution.

(d) United States Intangibles Transaction.

(i) If a DLR Election Notice contemplating the consummation of the UK Transaction, the Germany Transaction, or the Singapore Transaction is provided by Purchaser in accordance with Section 2.3(b), then, in connection with any of the UK Transaction, the Germany Transaction, or the Singapore Transaction occurring at the Closing in accordance with Section 2.3(b), the Sellers (other than the UK Seller, the Germany Seller and the Singapore Seller) shall, contemporaneously therewith, sell, transfer, assign, convey, and deliver to the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) those rights and entitlements to and under any Contracts, Intellectual Property and other intangible assets that are Acquired Assets solely to the extent relating to, and necessary for the operations of, the assets and liabilities transferred to such Designee in the UK Transaction, the Germany Transaction or the Singapore Asset Sale (in each case, as may be (and solely to the extent) specified on Exhibit H), as applicable (the “US Intangibles Transfer”), in exchange for the payment and delivery of the US Intangibles Consideration Payment, payable by the Designee specified in the DLR Election Notice (in its capacity as a Designee hereunder) to Sellers (other than the UK Seller, the Germany Seller, and the Singapore Seller).

(ii) Purchaser shall prepare the initial drafts of any certificates, filings, Contracts, agreements or other documentation, and any amendments or supplements thereto, to be made or entered into by any Seller, or any of their respective Subsidiaries, giving effect to, or entered into in connection with, the US Intangibles Transfer (the “US Intangible Transfer Documents”), substantially complete initial drafts of which shall be delivered to Sellers at least three (3) Business Days in advance of the effectiveness of the transactions contemplated therein or, if earlier, the execution thereof. Any and all comments of Seller with respect to any US Intangible Transfer Documents made in good faith shall be reflected in the finalized US Intangible Transfer Documents, and the relevant Parties shall each cooperate with each other in respect thereof. The US Intangible Transfer Documents shall not expand any representation or warranty, or any remedy or Liability, of any Party and shall not require any Seller or any of its Subsidiaries to incur any Liability in connection with the US Intangible Transfer Documents that is not reimbursed by Purchaser in accordance with Section 6.18. An executed version of each of the finalized US Intangible Transfer Documents shall promptly be provided to Purchaser upon its execution.

(e) Notwithstanding anything to the contrary herein (including Section 10.5), Exhibit H and Schedule 9.2 (solely to the extent of the value allocated to the transactions set forth in this Section 6.18) may be amended, modified or supplemented as determined by the Purchaser, subject only to the consent of CTI (such consent not to be unreasonably withheld, conditioned or delayed), from time to time at any time not later than five (5) Business Days prior to the Closing Date.

6.19 Shared Agreements. The Parties acknowledge that certain Available Contracts relate to business conducted at more than one property of a Seller or its Subsidiaries, including Acquired Leased Real Property, Owned Real Property or leased real property of an Acquired Entity, or otherwise relating to a Shared Customer Contract (as defined in the Specified Agreement) (each, together with any applicable related Contracts between any Seller and the applicable counterparty, a “Shared Agreement”). From and after the date hereof, if requested by

Purchaser in writing, the Parties will act in good faith and use commercially reasonable efforts to obtain from the applicable counterparty to each Shared Agreement written consent (if required) to separate Shared Agreements each into two or more separate Contracts (each, a “Separated Agreement”) and to separate such Shared Agreements, effective as of the Closing, with each such Separated Agreement covering a separate property included in the Acquired Assets. Prior to the separation of such Shared Agreement each of the Parties will cooperate in good faith in negotiating with the applicable counterparty to achieve at the Closing or as promptly as practicable thereafter the separation of rights and obligations contemplated by this Section 6.19, in each case if the consent of or notice to such counterparty is required pursuant to the applicable Shared Agreement. The Parties will also use their respective commercially reasonable efforts to cause and facilitate each Separated Agreement to: (i) be separate and independent from Separated Agreements of another Party, a Designee or their respective Affiliates and (ii) not contain any cross default, set-off, joint or continuing liability, or similar provisions that can be triggered under other Separated Agreements of another Party, a Designee or their respective Affiliates. Notwithstanding this Section 6.19 or anything else in this Agreement, Purchaser acknowledges and agrees that it is not a condition to the Closing or to any of Purchaser’s other obligations under this Agreement that the Parties obtain any Separated Agreements. The Parties agree that this Section 6.19 (and not Section 6.7 or Section 6.8) sets forth Sellers’ sole obligations with respect to the potential Separated Agreements and (ii) the condition set forth in Section 7.2(b), as it applies to Sellers’ obligations under this Section 6.19, shall be deemed satisfied unless the failure to obtain a material number of Separated Agreements is a direct result of Sellers’ uncured breach of their obligations under this Section 6.19.

6.20 DLR Closing Distributions. From and after the date hereof, each of the Sellers, the UK Seller, the Germany Seller, the Singapore Seller, and each of their respective Subsidiaries shall use reasonable best efforts to take, or cause to be taken, subject to compliance with applicable Law, any and all such actions as may be necessary or desirable (including approving the relevant book accounts and distributable profits on a prospective basis, taking into account the DLR Transactions) to ensure that, promptly following the consummation of any DLR Transaction (to the extent applicable), each of the UK Seller, the Germany Seller, and the Singapore Seller will, and will be authorized and permitted to, distribute, to the maximum extent permitted by Law and without limitation of the Sellers’ obligations pursuant to Section 6.7(b), the portion of the Aggregate DLR Consideration Amount received by each of the UK Seller, the Germany Seller, or the Singapore Seller, as applicable, in connection with the consummation of any DLR Transaction to any Seller(s) other than the UK Seller, the Germany Seller and the Singapore Seller. In furtherance of the foregoing, at the Closing as set forth in Section 2.3(b), each of the UK Seller, the Germany Seller, and the Singapore Seller shall distribute to the maximum extent permitted by Law, the portion of the Aggregate DLR Consideration Amount received by each of the UK Seller, the Germany Seller, or the Singapore Seller, as applicable, in connection with the consummation of any DLR Transaction to any Seller(s) designated by CTI (other than the UK Seller, the Germany Seller and the Singapore Seller). Without limitation of Sellers’ obligations hereunder, Purchaser and its applicable Designee(s) shall reasonably cooperate with Sellers with respect to Sellers’ implementation of the provisions of this Section 6.20, and Sellers’ shall reasonably consult with Purchaser in determining the portion, if any, of the Aggregate DLR Consideration Amount permitted to be distributed by Law and the determination of any withholding Taxes that may be imposed in connection with such distribution.

ARTICLE VII CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Seller. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by CTI (on behalf of each of the Sellers) and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) the expiration or termination of any required waiting period (and any extensions thereof, including any agreement or commitments with any Governmental Body to delay consummation of the Transaction (e.g., timing agreements)) under the HSR Act or any other Antitrust Law set forth in Schedule 7.1 applicable to the Transactions, and the receipt of any required approval related to the Transactions under any Antitrust Law set forth in Schedule 7.1;

(b) no Governmental Body of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Closing that is continuing in effect;

(c) the Bankruptcy Court shall have entered the Confirmation Order approving the Plan, which Confirmation Order shall be a Final Order and which shall be in all respects consistent with the terms of this Agreement and otherwise satisfactory to Purchaser (with respect to all provisions of the foregoing that relate to or affect Purchaser, this Agreement, or the Transactions), and no Order staying, reversing, modifying or amending the Confirmation Order shall be in effect on the Closing Date, and which Plan shall be in all respects consistent with the terms of this Agreement and otherwise satisfactory to Purchaser (with respect to all provisions of the foregoing that relate to or affect Purchaser, this Agreement, or the Transactions);

(d) the Effective Date of the Plan shall have occurred (which may be contemporaneous with the Closing); and

(e) the CCAA Court shall have pronounced the CCAA Orders, which CCAA Orders shall each be a Final Order and in all respects consistent with the terms of this Agreement and otherwise satisfactory to Sellers and, solely with respect to the Purchaser, this Agreement, or the Transactions, Purchaser, and no Order staying, setting-side, reversing, modifying or amending the CCAA Orders shall be in effect on the Closing Date.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties made by Sellers in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date, except (A) that representations and warranties that are made as of a specified date need be true and correct in all respects only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates (without giving

effect to any limitation as to “materiality,” “material adverse effect,” “Material Adverse Effect” or similar qualifiers contained therein (other than “material weaknesses” in Section 3.5(b) and the word “Material” when used in the instances of the defined terms “Material Contract,” and “Material Supplier”)) has not had a Material Adverse Effect and (ii) the representations and warranties set forth in Section 3.1 (Organization and Qualification) (other than Section 3.1(b)), Section 3.2 (Authorization of Agreement), Section 3.3 (Equity Interests of Acquired Entities), Section 3.4 (Conflicts; Consents) (solely with respect to clause (i) thereof), Section 3.6(b) (Absence of Certain Changes or Developments), Section 3.9(e) (Title to Properties; Sufficiency of Tangible Assets) (solely with respect to the last sentence thereof) and Section 3.20 (Brokers) (collectively, the “Fundamental Representations”) shall be true and correct in all respects (except for any *de minimis* inaccuracy therein) as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct in all respects (except for any *de minimis* inaccuracy therein) only as of such date.

(b) Compliance with this Agreement. Sellers shall have performed or complied with, in all material respects, all of the obligations and covenants required to be performed or complied with by the Sellers under this Agreement on or prior to Closing.

(c) Closing Certificate. Purchaser shall have received on and as of the Closing Date a certificate of an authorized officer of the Sellers confirming that the conditions set forth Section 7.2(a), Section 7.2(b) and Section 7.2(d) have been satisfied.

(d) No Material Adverse Effect. Since the date hereof, there shall not have occurred a Material Adverse Effect.

(e) Certain Documents. Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4; provided, that the sole remedy of Purchaser for the failure by the Sellers to provide to Purchaser the documentation described in Section 2.4(i) shall be to withhold Taxes from the consideration otherwise payable pursuant to this Agreement in accordance with Section 2.7.

(f) Acquired Entities Financing Encumbrances. Each of the applicable Acquired Entities shall have obtained a complete, irrevocable and unconditional release in a form satisfactory to Purchaser from all Encumbrances in connection with the Term Loan Facilities, Revolving Credit Facility, Bridge Facility and DIP Facility (each as defined in the Final DIP Order) to the extent such Acquired Entity has granted or incurred any Encumbrance in connection therewith.

(g) All Material Contracts and Acquired Leases designated for assumption and assignment by Purchaser pursuant to Section 1.1(a), Section 1.1(e), Section 1.5(b) or Section 1.5(c), as applicable, shall have been assigned by the applicable Seller to Purchaser or its Designee pursuant to sections 105, 365 and 1123(b)(2) of the Bankruptcy Code, and all Cure Costs shall have been paid by the applicable Seller in full.

7.3 Conditions Precedent to the Obligations of Seller. The obligations of the Sellers to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written

waiver by CTI (on behalf of each of the Sellers) in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Purchaser in Article IV shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (other than representations and warranties that are made as of a specified date, which shall be true and correct in all material respects only as of such date), except where the failure of such representations or warranties to be so true and correct (without giving effect to any limitation as to “materiality,” “material adverse effect,” “Material Adverse Effect” or similar qualifiers contained therein) has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser’s ability to consummate the Closing.

(b) Compliance with this Agreement. Purchaser shall have performed or complied with, in all material respects, all of the obligations and covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date.

(c) Closing Certificate. Seller shall have received on and as of the Closing Date a certificate of an authorized officer of Purchaser confirming that the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied.

(d) Certain Documents. Purchaser shall have delivered, or caused to be delivered, to the Sellers all of the items set forth in Section 2.5.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing.

ARTICLE VIII TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 8.1, and in no other matter:

(a) by the mutual written consent of CTI (on behalf of the Sellers) and Purchaser;

(b) by written notice of either Purchaser or CTI (on behalf of the Sellers) to the other, if there is in effect any Law or Order enacted or issued by a Governmental Body of competent jurisdiction that restrains, enjoins, declares unlawful or otherwise prohibits the consummation of the Closing or declaring unlawful the Transactions, and such Law or Order has become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party’s (or, in the case of CTI, any other Seller’s) failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser or CTI (on behalf of the Sellers), if the Closing shall not have occurred on or before the date that is four (4) months following the date hereof (the “Outside Date”) (or such later date as provided in Section 10.12); provided that if as of

the Outside Date any of the conditions set forth in Section 7.1(a), or Section 7.1(b) or if, in the case of Section 7.1(b), the prohibition or restraint relates to or arises under any Antitrust Law have not been satisfied but all other conditions set forth in Sections 7.2 and 7.3 shall have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but provided that such conditions shall then be capable of being satisfied if the Closing were to take place on such date), then the Outside Date shall be automatically extended to June 30, 2024 and such date shall become the Outside Date for purposes of this Agreement; provided, further, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's (or, in the case of CTI, any other Seller's) failure to perform any of its obligations under this Agreement;

(d) by written notice from CTI (on behalf of the Sellers) to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied; provided that (i) if such breach is curable by Purchaser (other than a breach or failure by Purchaser to close when required pursuant to Section 2.3) then CTI (on behalf of the Sellers) may not terminate this Agreement under this Section 8.1(d) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after CTI notifies Purchaser of such breach and (ii) CTI's (on behalf of the Sellers) right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to CTI at any time that any Seller is in breach of, any covenant, representation or warranty hereunder such that the conditions in Section 7.2 cannot be satisfied;

(e) by written notice from Purchaser to CTI (on behalf of the Sellers), upon a breach of any covenant or agreement on the part of the Sellers, or if any representation or warranty of the Sellers will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided that (i) if such breach is curable by the Sellers (other than a breach or failure by Sellers to close when required pursuant to Section 2.3) then Purchaser may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies CTI (on behalf of the Sellers) of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Purchaser at any time that Purchaser is in breach of, any covenant, representation or warranty hereunder such that the conditions in Section 7.3 cannot be satisfied;

(f) by written notice from CTI (on behalf of the Sellers) to Purchaser, if (i) all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but provided that such conditions shall then be capable of being satisfied if the Closing were to take place on such date) or waived, (ii) CTI (on behalf of the Sellers) has delivered written notice to Purchaser that it is ready, willing and able to complete the Closing on such date and throughout the four (4) Business Day period following delivery of such notice and (iii) Purchaser fails to complete the Closing at the time required by Section 2.1;

(g) by written notice from CIT (on behalf of Sellers) to Purchaser, if any Seller or the board of directors (or similar governing body) of any Seller determines in good faith after

consultation with its financial advisors and outside counsel that that proceeding with the Transaction or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties under the applicable Law;

(h) by written notice of either Purchaser or CTI (on behalf of the Sellers), if (i) any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser, (ii) the Bankruptcy Court approves an Alternative Transaction, or (iii) the Sellers consummate an Alternative Transaction;

(i) by written notice from Purchaser to CTI (on behalf of the Sellers), if any of the Bankruptcy Cases is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the affairs or reorganization of any of the Sellers is appointed in any of the Bankruptcy Cases;

(j) by written notice from Purchaser to CTI (on behalf of the Sellers), if (i) Sellers withdraw or seek to withdraw any motion seeking approval of this Agreement and the Transactions or file any motion seeking approval of an Alternative Transaction, (ii) the Confirmation Order, in form and substance satisfactory to the Purchaser, is not entered by the Bankruptcy Court on or before November 17, 2023, (iii) the CCAA Orders, in form and substance satisfactory to the Purchaser, are not entered by the CCAA Court on or before November 24, 2023, or (iv) an Order, in form and substance satisfactory to Purchaser, approving the Breakup Fee and the Expense Reimbursement is not entered by the Bankruptcy Court on or before November 17, 2023; or

(k) by written notice from Purchaser to CTI (on behalf of the Sellers), if (i) any of the Acquired Entities commences a voluntary case under any Bankruptcy Law, consents to the entry of an Order for relief in an involuntary case under any Bankruptcy Law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or similar official for an Acquired Entity or all or any portion of its assets or property or effects any assignment for the benefit of creditors, or (ii) any court of competent jurisdiction enters a decree or Order for relief in respect of any Acquired Entity in any involuntary case under any Bankruptcy Law or for the appointment of a receiver, liquidator, assignee, custodian, trustee or similar official for an Acquired Entity or any of its property or assets or for any winding up or liquidation of an Acquired Entity, in each case without the prior written consent of Purchaser.

8.2 Effect of Termination.

(a) In the event of termination of this Agreement in accordance with Article VIII, this Agreement shall forthwith become null and void and no Party or any of its partners, officers, directors, managers, equityholders or representatives will have any Liability under this Agreement; provided that Section 2.2, Section 6.2(b), Section 6.14(d), this Section 8.2, and, to the extent necessary to effectuate the foregoing enumerated provisions, Article X and Article XI, shall survive any such termination; provided further that nothing in this Section 8.2 will be deemed to interfere with the Sellers' rights to retain the Deposit to the extent provided in Section 2.2(b).

(b) Notwithstanding Section 8.2(a), if this Agreement is terminated pursuant to Sections 8.1(e), 8.1(g), 8.1(h), 8.1(i), 8.1(j) or 8.1(k) (or by the Sellers pursuant to Section 8.1(c)

in circumstances where Purchaser would be entitled to terminate this Agreement pursuant to Sections 8.1(e), 8.1(h), 8.1(i), 8.1(j) or 8.1(k)), then CTI (on behalf of the Sellers) shall pay (or cause to be paid) to Purchaser by wire transfer of immediately available funds within three (3) Business Days following such termination of this Agreement an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Purchaser or its Affiliates in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement, which amount shall not exceed \$7,750,000 (“Expense Reimbursement”).

(c) Notwithstanding Section 8.2(a), in consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Sellers, if this Agreement is terminated pursuant to Sections 8.1(e), 8.1(g), 8.1(h), 8.1(i), 8.1(j)(i) or 8.1(k) (or by the Sellers pursuant to Section 8.1(c) in circumstances where Purchaser would be entitled to terminate this Agreement pursuant to Sections 8.1(e), 8.1(h), 8.1(i), 8.1(j)(i) or 8.1(k)), CTI (on behalf of the Sellers) shall pay (or cause to be paid) to Purchaser (or, at the option of Purchaser, a Designee) a break-up fee in an amount equal to \$23,250,000 (the “Breakup Fee”); provided that the Breakup Fee shall be payable by wire transfer of immediately available funds within three (3) Business Days of the termination of this Agreement, or, solely in the event this Agreement is terminated pursuant to Sections 8.1(g), 8.1(h) or 8.1(j)(i) because of an Alternative Transaction, by wire transfer of immediately available funds contemporaneously with the closing of such Alternative Transaction (including any Alternative Transaction that includes a credit bid under Section 363(k) of the Bankruptcy Code or any other form of equalization or non-cash consideration). Each of the Parties acknowledges and agrees that (i) the agreements contained in this Section 8.2 are an integral part of this Agreement, (ii) in the absence of CTI’s (on behalf of the Sellers) obligations to make these payments Purchaser would not have entered into this Agreement, (iii) the Breakup Fee and the Expense Reimbursement shall constitute allowed superpriority administrative expense claims pursuant to sections 105(a), 364(c)(1), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code and such allowed superpriority administrative expense claim shall be superior in priority to all other similarly situated claims asserted or allowed in the Bankruptcy Cases, and (iv) the Expense Reimbursement and the Breakup Fee are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Purchaser in the circumstances in which the Expense Reimbursement or Breakup Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone by Purchaser while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. Each Seller acknowledges and agrees that such Seller shall be jointly and severally liable for the entire Breakup Fee and the Expense Reimbursement amounts payable by CTI (on behalf of the Sellers) pursuant to this Agreement. The obligations of the Sellers to pay the Breakup Fee or the Expense Reimbursement shall survive the termination of this Agreement.

(d) Subject in all cases to Section 10.12, prior to the Closing, in the event of any breach by Seller of this Agreement, the sole and exclusive monetary remedy of Purchaser shall be to terminate this Agreement in accordance with Section 8.1 and, if applicable, to receive the Expense Reimbursement or the Breakup Fee, as applicable, in accordance with Section 8.2.

(e) Subject in all cases to Section 10.12, the Sellers acknowledge and agree that, prior to the Closing, the Sellers' right (if any) to retain the Deposit pursuant to Section 2.2(b) shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of the Sellers against Purchaser and any of its former, current or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents or any of the Debt Financing Related Parties for any Liability, damage or other loss resulting from the termination of this Agreement, breach of any representation, warranty, covenant or agreement contained herein or the failure of the Transactions to be consummated, and prior to the Closing, none of the Sellers nor any of their Affiliates shall have any other remedy or cause of action against Purchaser or any of its former, current or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents or any of the Debt Financing Related Parties, and, prior to the Closing, none of the foregoing shall have any further Liability or obligation, in each case, arising out of or relating to this Agreement or the Transactions. For the avoidance of doubt, prior to the Closing, but subject to Section 10.12, the maximum Liability of Purchaser under this Agreement shall not exceed the Deposit, other than any amounts payable by Purchaser pursuant to Section 6.14(d).

ARTICLE IX TAXES

9.1 Transfer Taxes.

(a) Any sales, consumption, use, excise, GST/HST, value added, registration, real property, transfer, deed, fixed asset, stamp, documentary stamp or other similar Taxes and recording charges (including all related interest, penalties, and additions to any of the foregoing) payable solely by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the Transactions and imposed under applicable Law in connection with the Transactions (but excluding any Tax on, based upon or measured by, net income, receipts, gains or profits) (collectively, the "Transfer Taxes") shall be borne one hundred percent (100%) by Purchaser, and Purchaser shall timely file all required Tax Returns related to, any Transfer Taxes with the appropriate Taxing Authority.

(b) Purchaser shall prepare all necessary Tax Returns and other documentation in connection with the payment or administration of any Transfer Taxes, and, at the request of Purchaser, each Seller (or the applicable Affiliate of any Seller) shall execute all Tax Returns and other documents as may reasonably be required to be provided or filed in connection therewith. Each of the Sellers, Purchaser and their respective Affiliates shall use commercially reasonable efforts (i) to cooperate to ensure that all Tax Returns related to Transfer Taxes are timely filed and (ii) to mitigate the imposition of any Transfer Taxes in a manner consistent with this Agreement, including any claim for exemption or exclusion from the application or imposition of any such Transfer Taxes (whether by application of Section 1146(a) of the Bankruptcy Code or otherwise). If the Parties agree that the election is available in respect of the disposition of Acquired Assets by a Canadian Seller, then, at Purchaser's request, such Canadian Seller and Purchaser will complete and sign on or before the Closing Date, a joint election under subsection 167(1) of the ETA and under any corresponding provision of provincial Law, to have the sale of the Canadian Assets take place on a GST/HST free basis under the ETA and, if applicable, the corresponding provision of provincial Law. Purchaser will file the election or elections with the appropriate Governmental

Body in Canada within the time prescribed under the ETA or, if applicable, other applicable Tax Law in Canada.

(c) If any of the Canadian Sellers and Purchaser do not jointly elect under subsection 167(1) of the ETA and under any corresponding provincial Law, at Purchaser's request, such Canadian Seller shall issue an invoice to Purchaser and such invoice shall include all of the information required under subsection 169(4) of the ETA and the corresponding provision under provincial Law.

(d) If required under section 187 of the *Provincial Sales Tax Act* (British Columbia) or a corresponding provision of the Law of another Canadian province, a Seller shall obtain and provide to Purchaser on or prior to Closing, the applicable certificate issued by the appropriate Taxing Authority indicating that the Seller has paid all provincial sales Tax owing under the *Provincial Sales Tax Act* (British Columbia) or the corresponding provincial sales Tax or retail sales Tax Law of another province in respect of its business up to the Closing Date (a "Clearance Certificate"). If an applicable Seller does not provide to Purchaser a Clearance Certificate that is required to be obtained under applicable Law prior to Closing, such applicable Seller will, as promptly as possible following Closing, provide such Clearance Certificate to Purchaser.

(e) Each Canadian Seller shall, if requested by Purchaser, jointly elect with Purchaser in prescribed form and within the prescribed time under section 22 of the ITA and the corresponding provisions of applicable provincial Tax statutes in respect of any accounts receivable transferred by such Canadian Seller pursuant to this Agreement. Each such Canadian Seller and Purchaser agrees to execute and file all necessary documents and instruments to give effect to the elections referred to in this Section 9.1(e).

9.2 Allocation of Purchase Price. For all applicable Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the Purchase Price for applicable Tax purposes) among the Acquired Assets, which, in the case of any allocation for U.S. federal (and applicable state and local) income Tax purposes, shall be consistent with the requirements of Section 1060 of the Tax Code and the regulations promulgated thereunder and any similar provision of applicable Tax Law and in accordance with Section 1.5(i)(vi), Schedule 9.2 and the Intended Tax Treatment. To the extent permitted by applicable Law, (i) the amount payable in respect of any Acquired Entity in respect of which an election is made pursuant to Section 338(g) of the Tax Code shall be subject to a separate Section 1060 allocation and, (ii) without limitation of the foregoing, the amounts paid to Sellers by any Designee in respect of the Acquired Assets and Assumed Liabilities transferred to such Designee shall be subject to one or more separate Section 1060 allocations in respect of the set of Acquired Assets purchased by each such Designee. As soon as commercially practicable, but no later than forty-five (45) days following the determination of the final Purchase Price pursuant to Section 2.6, Purchaser shall provide a proposed allocation (the "Allocation") to CTI setting forth the allocation of the Purchase Price (and other amounts treated as part of the Purchase Price for applicable Tax purposes) among the Acquired Assets for Sellers' review and comment. All reasonable comments provided by CTI to Purchaser with respect to the draft Allocation shall be considered by Purchaser in good faith, and the Parties shall negotiate in good faith to resolve any dispute with respect to any changes proposed by CTI with respect to the Allocation. Sellers

and Purchaser acknowledge and agree that a preliminary Allocation may be necessary on a timeframe that is faster than the timeframe set forth above in order to comply with applicable Transfer Tax and withholding Tax obligations, and the Sellers and Purchaser shall cooperate in good faith to agree upon a preliminary Allocation for such purposes. If any item on the Allocation is disputed by a Seller in good faith, the Parties shall negotiate in good faith to resolve any such dispute prior to the Closing Date. If the Parties cannot resolve any disputed item, the item in question shall timely be referred to, and resolved by, the Independent Accountant in accordance with the procedures set forth in Section 2.6(b), *mutatis mutandis*. The Parties and their respective Affiliates shall file all Tax Returns in accordance with the Allocation (as finally agreed upon between the Parties under this Section 9.2) and shall not take any Tax related action inconsistent therewith, in each case, unless otherwise required by a “determination” within the meaning of section 1313(a) of the Tax Code and analogous provisions of applicable Tax Law.

9.3 Cooperation.

(a) Purchaser and Sellers shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns, and any Action, audit, litigation, or other proceeding with respect to Taxes, in the review of any Applicable Seller Prepared Return or Straddle Period Return under Section 9.4(a) and Section 9.4(b), and in connection with any dispute resolution relating to an Applicable Seller Prepared Return or Straddle Period Return under Section 9.4(c). In connection therewith, each Party shall provide the other Party and its Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, and other documents (for the purpose of examining and copying) relating to Taxes of, or with respect to, the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities, in each case, with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of such other Party for the purpose of better understanding the books and records. Unless otherwise consented to in writing by Purchaser, Sellers will not, for a period ending upon the earlier of (i) of three (3) years following the Closing Date and (ii) the closing of the Bankruptcy Case, destroy, alter or otherwise dispose of any of Tax books and records without first offering to surrender to the Purchaser such Tax books and records or any portion thereof that Sellers may intend to destroy, alter or dispose of.

(b) Sellers shall, (i) if requested in writing by Purchaser, within sixty (60) days following the Closing, make, to the extent permitted by Law, an election to close the taxable year of any Acquired Entity formed outside of the United States as of the end of the day on the Closing Date, in accordance with the procedures set forth in Treasury Regulations Section 1.245A-5(e)(3)(i) and (ii) if requested in writing by Purchaser within thirty (30) days following the Closing, make, to the extent permitted by Law, a “check the box” election to treat any of the Acquired Entities formed outside of the United States as a disregarded entity for U.S. federal income tax purposes effective prior to the Closing; provided that no “check the box” election shall be made to the extent it would reasonably be expected to have a non-*de minimis* and adverse effect on Sellers without the prior written consent of Sellers (such consent not to be unreasonably withheld, delayed or conditioned).

(c) The Sellers shall cooperate with Purchaser in providing all information requested by Purchaser in respect of any applicable Seller's GST/HST registration, and each other registration for each provincial sales Tax statute for which such Seller is registered.

9.4 Preparation of Tax Returns and Payment of Taxes.

(a) Except as otherwise provided by Section 9.1, Sellers shall prepare and timely file, in a manner consistent with past practice except as otherwise required by applicable Law, (i) all Tax Returns with respect to the Acquired Assets for any Tax period ending on or before the Closing Date (other than Tax Returns of the Acquired Entities that are due, including applicable extension, after the Closing Date) (the "Applicable Seller Prepared Returns") and (ii) all income Tax Returns of Sellers. Sellers shall provide Purchaser with a draft of all Applicable Seller Prepared Returns at least thirty (30) days prior to the filing of any such Tax Return to the extent such Applicable Seller Prepared Returns relate to any Acquired Assets or any Assumed Liability. Except if referred to dispute resolution under Section 9.4(c), Sellers shall incorporate any changes reasonably requested by Purchaser with respect to such Tax Returns (for the avoidance of doubt, any changes the absence of which could adversely affect Purchaser, including in the determination of the final Purchase Price pursuant to Section 2.6, shall be considered reasonably requested by Purchaser). Sellers shall be responsible for paying any Taxes reflected on any Tax Return that Sellers are obligated to prepare and file under this Section 9.4(a) other than any Assumed Liability and Purchaser shall be responsible for paying any Taxes reflected on any such Tax Return that is an Assumed Liability.

(b) Purchaser shall prepare and timely file (i) all Tax Returns with respect to the Acquired Assets (including the Acquired Entities) for any Tax period beginning before and ending after the Closing Date and (ii) all Tax Returns of the Acquired Entities for taxable periods ending on or before the Closing Date that are due, including applicable extensions, after the Closing Date. Purchaser shall prepare such Tax Returns consistent with past practice except as otherwise required by applicable Law, and shall provide Sellers or their successors in rights, as applicable, with a draft of such Tax Returns at least thirty (30) days prior to the filing of any such Tax Return to the extent any Seller or its successor in rights could reasonably be expected to be liable for any such Taxes under this Agreement. Except if referred to dispute resolution under Section 9.4(c), Purchaser shall incorporate any changes reasonably requested by Sellers with respect to such Tax Returns (for the avoidance of doubt, any changes the absence of which could adversely affect Sellers, including in the determination of the final Purchase Price pursuant to Section 2.6, shall be considered reasonably requested by Sellers). Purchaser shall be responsible for paying any Taxes reflected on any Tax Return that Purchaser is obligated to prepare and file under this Section 9.4(b) to the extent constituting an Assumed Liability (including, for the avoidance of doubt, all such Taxes of the Acquired Entities).

(c) If any item on an Applicable Seller Prepared Return or a Tax Return prepared by Purchaser under Section 9.4(b) is disputed by the non-preparing party in good faith, the Parties shall negotiate in good faith to resolve any such dispute prior to the date on which the relevant Tax Return is required to be filed. If the Parties cannot resolve any disputed item, the item in question shall timely be referred to, and resolved by, the Independent Accountant in accordance with the procedures set forth in Section 2.6(b), *mutatis mutandis*. The preparing party shall, after prior reasonable consultation with the non-preparing party (or its designated successor), be

permitted to file the Tax Return as previously prepared (reasonably taking into account the non-preparing party's comments), and the relevant Tax Return shall thereafter be adjusted (or amended, if previously filed) to reflect its resolution under this Section 9.4(c).

(d) Purchaser shall not file any amendment to any previously filed Tax Return that has the effect of increasing any Tax that is payable or otherwise borne by Sellers. Purchaser shall be permitted to make an election under Section 338(g) of the Tax Code with respect to any or all of the Acquired Entities.

9.5 Tax Sharing Agreements. On or before the Closing Date, Sellers shall take all actions as may be necessary to terminate all Tax sharing agreements or arrangements (whether written or otherwise), if any, to which any Acquired Entity, on the one hand, and any Seller (or any Affiliate of any Seller that is not an Acquired Entity), on the other hand, are parties, in each case, in a manner such that after the applicable termination, no Acquired Entity will have any past, present, or future Liability thereunder. Straddle Period Allocations. Any Liability for Taxes attributable to a Straddle Period required to be apportioned under this Agreement shall be apportioned as follows: (a) the amount of property, ad valorem, intangible, and other periodic Taxes allocable to the pre-Closing portion of any Straddle Period shall be equal to (i) the amount of such Taxes for the entire Straddle Period multiplied by (ii) a fraction, the numerator of which is the number of calendar days during the Straddle Period that are in the pre-Closing portion of such Straddle Period and the denominator of which is the number of calendar days in the entire Straddle Period; and (b) all Taxes not allocated under clause (a) shall be allocated to the pre-Closing portion of any Straddle Period on the basis of a "closing of the books," as if such taxable period ended as of the end of the day on the Closing Date; provided that, exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on the Closing Date and the period beginning after the Closing Date in proportion to the number of calendar days in each period; provided that, for the avoidance of doubt, nothing contained in this Section 9.6 shall be construed so as to cause an Assumed Liability to become an Excluded Liability or *vice versa*.

9.7 Tax Treatment. The Parties intend the Transactions to constitute "applicable asset acquisitions" (within the meaning of Section 1060(c) of the Tax Code) pursuant to which the Purchaser (or each of Purchaser and one or more of its Designees, with, for clarity, such Designee being treated as the direct "purchaser" in the "applicable asset acquisition") acquired the entirety of the "trade or business" (within the meaning of Section 1060 of the Tax Code) in respect of which the applicable Acquired Assets and Assumed Liabilities (including, for this purpose, in respect of the Leases subject to Section 1.5(i)) relate, including all "amortizable section 197 intangibles" (within the meaning of Treasury Regulations Section 1.197-2(d)), or rights to use or interests (including beneficial or other indirect interests) in such "amortizable section 197 intangibles" and that no interest in any such "amortizable section 197 intangibles" be treated as having been retained by the Sellers or their Affiliates (the "Intended Tax Treatment"). No Party shall take any position inconsistent with the Intended Tax Treatment on any Tax Return or otherwise, except as otherwise required by a final "determination" (within the meaning of Section 1313 of the Tax Code and analogous provisions of applicable Law).

ARTICLE X MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance at or after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for the applicable statute of limitations plus sixty (60) days, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and the Seller Parties acknowledge and agree, on their own behalf, and with respect to Purchaser, and on behalf of the Purchaser Group that the agreements contained in this Section 10.1 require performance after the Closing to the maximum extent permitted by applicable Law and, if no term is specified, will survive the Closing for the applicable statute of limitations plus sixty (60) days. Purchaser on behalf of itself and the other members of the Purchaser Group hereby waives all rights and remedies with respect to any environmental, health or safety matters, including those arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any other Environmental Laws, relating to this Agreement or the Transactions.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including Section 1.5, Section 1.7, Section 6.18 and Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) all fees and expenses in connection with any filing or submission required under the HSR Act and the Antitrust Laws or other regulations set forth in Schedule 7.1 will be allocated pursuant to Section 6.4, (b) all Transfer Taxes will be allocated pursuant to Section 9.1 and (c) all Cure Costs will be allocated pursuant to Section 5.2.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail upon confirmation of receipt or, if receipt is not confirmed, delivery by another method permitted by this Section 10.3, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

c/o Brookfield Asset Management Inc.
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Fred Day
Michael Rudnick
Email: fred.day@brookfield.com
michael.rudnick@brookfield.com

with a copy to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Edward T. Ackerman
Jacob A. Adlerstein
Brian S. Hermann
Email: eackerman@paulweiss.com
adlerstein@paulweiss.com
bhermann@paulweiss.com

Notices to Sellers:

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Suite 900
Coral Gables, Florida 33134
Attention: Victor Semah, Chief Legal Counsel
E-mail: victor.semah@cyxtera.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Christopher Marcus, P.C.
Derek Hunter
Steve Toth
Email: christopher.marcus@kirkland.com
derek.hunter@kirkland.com
steve.toth@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Confirmation Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that, subject to Section 1.7, neither this Agreement nor any of the rights or

obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and CTI (on behalf of the Sellers), and any attempted assignment or delegation without such prior written consent shall be null and void; provided further that Purchaser may, without the consent of the Sellers, assign all or any portion of its rights or obligations hereunder to any of the Debt Financing Sources pursuant to the terms of the Debt Financing for purposes of creating a security interest herein or otherwise assigning as collateral security in respect of the Debt Financing; provided further that Purchaser may, without the consent of the Sellers, assign all or any portion of its rights or obligations hereunder to a Designee in accordance with Section 1.7.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and CTI (on behalf of the Sellers) or (b) waived only in a writing executed by the Party (or, in the case of any Seller, CTI) against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided in Section 10.7, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 6.13, the directors and officers referred to therein; (ii) for purposes of Section 10.7, the Non-Party Affiliates, and (iii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the other Transaction Agreement to which Purchaser or the Sellers are party, may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "Contracting Parties"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or Debt Financing Related Party to, any of the foregoing (the "Non-Party Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or Affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the other Transaction Agreements or based on, in respect of, or by reason of this Agreement or the other Transaction Agreements or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance

upon any Non-Party Affiliates with respect to the performance of this Agreement or the other Transaction Agreements to which the Sellers are party or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the other Transaction Agreements. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 10.7 and Section 10.21. Nothing in this Agreement (including this Section 10.7 or Section 10.12(b)) will limit the rights of the parties to the Equity Commitment Letter (or CTI as an intended third party beneficiary of the Equity Commitment Letter solely to the extent set forth therein) but subject to the terms and conditions thereof.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction, unless the severance of any such provision from the remainder of this Agreement would change the economic substance of the Agreement as a whole in a manner that is materially adverse to any Party (and such change is not waived in writing by such affected Person (or, in the case of any Seller, CTI)); provided that the economic substance of the Agreement as a whole shall be deemed to be affected in a manner materially adverse to the Parties if Section 8.2(c) or Section 10.12 is held to be prohibited or invalid.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules to the extent the relevance of such disclosure to such other section of the Schedules or such other representation or warranty set forth in this Agreement is reasonably apparent on the face of such disclosure. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in

the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance.

(a) The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (i) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any Action, in each case in accordance with Section 10.13, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (x) for the period during which such Action is pending, plus ten (10) Business Days or (y) by such other time period established by the court presiding over such Action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty made by any Seller herein.

(b) Notwithstanding anything herein to the contrary, it is hereby acknowledged and agreed that the Sellers shall be entitled to an injunction or injunctions, specific performance or other equitable relief, to cause Purchaser to cause the Equity Financing to be funded or to consummate the Closing if, and only if, (i) Purchaser is required to complete the Closing pursuant to Section 2.3 and Purchaser fails to complete the Closing by the date the Closing is required to have occurred pursuant to Section 2.3, and (ii) the Sellers have confirmed in writing to Purchaser that, if specific performance is granted and the Equity Financing is funded, then the Closing will occur substantially simultaneously therewith.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY

AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right to Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement.

10.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto or thereto or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.17 Publicity. No Party (including for avoidance of doubt, any Designee) shall, and each Party shall cause its Affiliates not to, issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of Purchaser and CTI, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser (or its Designee) or CTI (on behalf of the Sellers), as applicable, disclosure is otherwise required of such Party (its Affiliates or any Designee) by or advisable under applicable Law or by the Bankruptcy Court or CCAA Court with respect to filings to be made with the Bankruptcy Court or CCAA Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser, any Designee or any Seller (or their respective Affiliates) lists securities or is otherwise consistent with customary reporting obligations of Purchaser or its Designee (or their respective Affiliates); provided that the Party

intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court or CCAA Court requirement, to the extent reasonably practicable under the circumstances, to consult with each of the other Parties (or, in the case of the Sellers, CTI) with respect to the form and text thereof. Notwithstanding any of the foregoing, Purchaser (or its applicable Designee) shall at all times be entitled to provide (in a non-public manner) general information concerning the Transactions to its direct or indirect investors, limited partners, prospective investors, Advisors or the Debt Financing Related Party, for the purpose of fundraising, marketing or reporting or informational activities, in each case, without obtaining the prior approval of any other Party, so long as such Persons have an obligation to maintain the confidentiality of such information and Purchaser (or its applicable Designee) shall be liable for their failure to do so. No Party (or its applicable Designee) shall be required to obtain any prior written approval or otherwise comply with this Section 10.17 to the extent any proposed release or announcement is consistent with and not containing more non-public information than has previously been made public without breach of the obligations under this Section 10.17. All publicity concerning the Transactions shall be jointly planned, coordinated, approved and released by the Parties; provided, however, that nothing herein shall prohibit either Party (or a Designee) from making any press release (other than the initial press release) or disclosure as may be permitted pursuant to this Section 10.17, so long as such press release or public disclosure is (a) to the extent reasonably practicable under the circumstances, jointly coordinated and discussed by the Parties (acting reasonably and in good faith) and (b) consistent with and no more expansive than prior disclosures made in accordance with Section 10.17. Notwithstanding the foregoing, the initial press release in respect of the Transactions shall be issued on the date hereof and shall be in the form mutually agreed by the Parties in writing.

10.18 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer Laws except Permitted Post-Closing Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Confirmation Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

10.19 Release.

(a) Effective upon the Closing Date, each Seller on behalf of itself and its Affiliates and its respective directors, officers, control persons (as defined in Section 15 of the Securities Act or Section 20 of the Exchange Act), members, employees, agents, attorneys, financial advisors, consultants, legal representatives, shareholders, partners, estates, successors and assigns solely in their capacity as such, and any of their respective agents, attorneys, financial advisors, legal advisors, Affiliates, directors, managers, officers, control persons, shareholders, members or employees, in each case, solely in their capacity as such (each a “Related Party” and collectively, the “Related Parties”) acknowledges that it has no claim, counterclaim, setoff, recoupment, Action or cause of action of any kind or nature whatsoever against Purchaser or its Related Parties that directly or indirectly arises out of, is based upon, or is in any manner connected with any transaction, event, circumstances, action, failure to act or occurrence of any sort or type in connection with the Transactions, the Acquired Assets or Assumed Liabilities, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was

taken or begun prior to the consummation of the Transactions (any and all such direct or derivative claims, collectively, the “Seller Released Claims”); and, should any Seller Released Claims nonetheless exist, each Seller on behalf of itself and its Related Parties hereby (i) releases and discharges Purchaser and its Related Parties from any Liability whatsoever on such Seller Released Claims that directly or indirectly arises out of, is based upon, or is in any manner connected with any such transaction, event, circumstances, action, failure to act or occurrence of any sort or type, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was taken or begun prior to the consummation of the Transactions, and (ii) releases, remises, waives and discharges all such Seller Released Claims against Purchaser and its Related Parties; provided that nothing herein shall release Purchaser or a Seller of its obligations under this Agreement or the other Transaction Agreements.

(b) Effective upon the Closing Date, Purchaser on behalf of itself and its Affiliates acknowledges that it has no claim, counterclaim, setoff, recoupment, Action or cause of action of any kind or nature whatsoever against any Seller that directly or indirectly arises out of, is based upon, or is in any manner connected with any transaction, event, circumstances, action, failure to act or occurrence of any sort or type in connection with the Transactions, the Acquired Assets or Assumed Liabilities, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was taken or begun prior to the consummation of the Transactions (any and all such direct or derivative claims, collectively, the “Purchaser Released Claims”); and should any Purchaser Released Claim nonetheless exist, each Purchaser on behalf of itself and its Affiliates hereby (i) releases and discharges each Seller from any Liability whatsoever on Purchaser Released Claims that directly or indirectly arises out of, is based upon, or is in any manner connected with any such transaction, event, circumstances, action, failure to act or occurrence of any sort or type, including any approval or acceptance given or denied, whether known or unknown, which occurred, existed, was taken or begun prior to the consummation of the Transactions contemplated hereunder, and (ii) releases, remises, waives and discharges all such Purchaser Released Claims against each Seller; provided that nothing herein shall release a Purchaser or a Seller of its obligations under this Agreement or the other Transaction Agreements.

(c) Without limiting in any way the scope of the release contained in this Section 10.19 and effective upon the Closing Date, each Seller, to the fullest extent allowed under applicable Law, hereby waives and relinquishes all statutory and common law protections purporting to limit the scope or effect of a general release, whether due to lack of knowledge of any claim or otherwise, including, waiving and relinquishing the terms of any Law which provides that a release may not apply to material unknown claims. Each Seller hereby affirms its intent to waive and relinquish such unknown claims and to waive and relinquish any statutory or common law protection available in any applicable jurisdiction with respect thereto.

10.20 Sellers’ Representative. Each Party agrees that CTI has the power and authority to unilaterally act on behalf of all or any of the Sellers for the purposes of this Agreement and the other Transaction Agreements. Such power will include the power to make all decisions, actions, Consents and determinations on behalf of the Sellers, including to make any waiver of any Closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by CTI on behalf of the Sellers. Purchaser and its Affiliates may rely exclusively,

without independent verification or investigation, upon all decisions, communications or writings made, given or executed by CTI on behalf of the other Seller in connection with this Agreement, the other Transaction Agreements and the Transactions. Purchaser shall be entitled to disregard any decisions, communications or writings made, given or executed by any Seller in connection with this Agreement, the other Transaction Agreements and the Transactions unless the same is made, given or executed by CTI on behalf of the Sellers. Notwithstanding anything to the contrary set forth herein, Purchaser and its Affiliates shall not be liable for any Liability to any Person, including any Seller, for any action taken or not taken by CTI on behalf of the Sellers or for any act or omission taken or not taken in reliance upon the actions taken or not taken or decisions, communications or writings made, given or executed by CTI on behalf of the Sellers.

10.21 Debt Financing Sources. Notwithstanding anything in this Agreement to the contrary, each Seller on behalf of itself, its Subsidiaries and each of its controlled Affiliates hereby: (a) agrees that any proceeding, whether in law or in equity, whether in contract or in tort or otherwise, involving the Debt Financing Related Parties, arising out of or relating to, this Agreement, the Debt Financing or any of the agreements entered into in connection with the Debt Financing or any of the Transactions or thereby or the performance of any services thereunder shall be subject to the exclusive jurisdiction of any federal or state court in the Borough of Manhattan, New York, New York, so long as such forum is and remains available, and any appellate court thereof and each party hereto irrevocably submits itself and its property with respect to any such proceeding to the exclusive jurisdiction of such court, (b) agrees that any such proceeding shall be governed by the Laws of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the Laws of another state), except as otherwise provided in the applicable definitive document relating to the Debt Financing, (c) agrees not to bring or support or permit any of its controlled Affiliates to bring or support any proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Related Party in any way arising out of or relating to, this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than any federal or state court in the Borough of Manhattan, New York, New York, (d) agrees that service of process upon the Sellers or their controlled Affiliates in any such proceeding shall be effective if notice is given in accordance with this Section 10.21, (e) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding in any such court, (f) knowingly, intentionally and voluntarily waives to the fullest extent permitted by applicable law trial by jury in any proceeding brought against the Debt Financing Related Parties in any way arising out of or relating to, this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, (g) agrees that none of the Debt Financing Related Parties will have any Liability to the Seller or any of its Affiliates (for the avoidance of doubt, in each case, other than (x) Purchaser and its permitted assigns in connection with the commitment letter governing the Debt Financing or the definitive agreements governing the Debt Financing and (y) Purchaser and its Subsidiaries following the Closing) relating to or arising out of this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in Contract or in tort or otherwise (except, after giving effect to the Closing, to the Acquired Entities in accordance with the definitive agreements entered into with respect to the Debt Financing) and (h) agrees that Debt Financing Sources are express third party beneficiaries of, and may enforce, any of the provisions of this Section 10.21, and that such

provisions of this Section 10.21 and the definitions of “Debt Financing Sources” and “Debt Financing Related Parties” (and any other provisions of this Agreement to the extent a modification thereof would directly affect the substance of any of the foregoing) shall not be amended in any way adverse to the Debt Financing Related Parties without the prior written consent of the Debt Financing Sources. This Section 10.21 shall, with respect to the matters referenced herein, supersede any provision of this Agreement to the contrary. Notwithstanding the foregoing, nothing in this Section 10.21 shall in any way limit or modify (i) the rights and obligations of Purchaser and its Affiliates under this Agreement or (ii) any Debt Financing Related Parties’ obligations to, and the corresponding rights in connection therewith of, Purchaser or any of their Affiliates (following the Closing, including the Acquired Entities) under the commitment letter governing the Debt Financing or the definitive agreements governing the Debt Financing.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, third-party mediation, audit, or proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(b) “Adjustment Amount” means (a) the Working Capital Overage, if any, minus (b) the Working Capital Underage, if any; plus (c) the Cash Amount; plus (d) the Factoring Facility Payoff Amount.

(c) “Adjustment Escrow Amount” means thirty million United States dollars (\$30,000,000).

(d) “Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(e) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person; provided that any “portfolio company” (as such term is commonly understood in the private equity industry) of any investment fund affiliates of any Person (and any investment fund affiliates of any Person) shall not be considered an “Affiliate” of such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise. For the avoidance of doubt, the Acquired Entities will be Affiliates of Sellers until Closing and Affiliates of Purchaser after Closing.

(f) “Aggregate DLR Consideration Amount” means the sum of (i) the UK Consideration Payment, (ii) the Germany Consideration Payment, and (iii) the Singapore Consideration Payment, in each case, to the extent applicable.

(g) “AlixPartners” means AlixPartners, LLP.

(h) “Alternative Transaction” means (i) any investment in, financing of, capital contribution or loan to or restructuring or recapitalization of Sellers or any of their respective direct or indirect Subsidiaries (including any exchange of all or a substantial portion of Sellers’ or any of their respective Affiliates’ outstanding debt obligations for equity securities of Sellers or any of their respective Affiliates), (ii) any merger, consolidation, share exchange or other similar transaction to which Sellers or any of their respective Affiliates is a party that has the effect of transferring, directly or indirectly, any non-*de minimis* portion of the Acquired Assets, or any issuance, sale or transfer of Equity Interests in, Sellers or the Acquired Entities, (iii) any direct or indirect sale of any non-*de minimis* portion of the Acquired Assets of, or any issuance, sale or transfer of Equity Interests in, Sellers or the Acquired Assets or (iv) any other transaction, including a plan of liquidation or agreement with a liquidation firm (or consortium) for the orderly liquidation of the Sellers, all or any non-*de minimis* portion of the Acquired Assets (other than any wind-down or similar plan or transaction or dismissal with respect to the sale of Excluded Assets) or reorganization (in any jurisdiction, whether domestic, foreign, international or otherwise), in each instance that transfers or vests ownership of, economic rights to, or benefits in any portion of the Acquired Assets to any party other than Purchaser or a Designee.

(i) “Anti-Corruption Laws” means the United States Foreign Corrupt Practices Act, the U.K. Bribery Act, any national and international Law enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, or any other applicable anti-corruption or anti-bribery Law.

(j) “Antitrust Law” means the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, and all other Laws, in any jurisdiction, whether domestic or foreign, in each case that are designed or intended to (i) prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition, or the creation or strengthening of a dominant position through merger or acquisition, or (ii) restrict, govern, control or regulate foreign investment or participation, including foreign direct investment (FDI), and similar Laws (expressly excluding CFIUS).

(k) “Auction” shall have the meaning ascribed to such term in the Bidding Procedures Order.

(l) “Avoidance Actions” means any and all avoidance, recovery, subordination, preference, transfer at undervalue, or other claims, Actions, or remedies which any of the Debtors under the Bankruptcy Case, the Debtors, their estates in the Bankruptcy Cases, or any other appropriate parties in interest have asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state, federal or foreign statutes and common law.

(m) “Bankruptcy Law” means the Bankruptcy Code, CCAA, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or other similar debtor relief Laws of the United States or any other applicable jurisdiction from time to time in effect.

(n) “Bidding Procedures Order” means the Bankruptcy Court’s *Order (I) Approving the Bidding Procedures, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180].

(o) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York or Toronto, Ontario, Canada are authorized or required by Law to be closed.

(p) “Business Employee” means each employee of any of the Sellers or any Acquired Entity.

(q) “Canadian Assets” means the Acquired Assets of the Canadian Sellers being purchased by the Purchaser pursuant to this Agreement.

(r) “Canadian Sellers” means Cyxtera Canada, LLC, Cyxtera Communications Canada, ULC, and Cyxtera Canada TRS, ULC.

(s) “Cash Amount” means the aggregate amount (expressed in United States dollars) as of immediately prior to the Closing:

(i) only to the extent remaining as an asset of the Acquired Entities as of the Closing, of the Acquired Entities’ cash (including checks and deposits in transit, demand deposits, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities, and any other cash equivalents to the extent convertible to cash within 30 days, whether on hand, in transit, in banks or other financial institutions, or otherwise held; plus

(ii) the Acquired Cash Collateral and any cash collateral held by or any behalf of any Acquired Entity as security for any utilities-related Liabilities (including deposits for electricity, telephone or other utilities) of the Acquired Entities, in each case, solely to the extent (A) a corresponding current liability is included in the definition of Working Capital in respect of such specific cash collateral and (B) such cash collateral amount is actually collected (without needing to be replaced) or applied for credit on invoices by Purchaser or its Affiliates in cash within the seventy five (75) day period following the Closing Date; plus

(iii) to the extent that Sellers pay any or all of the accrued key employee retention incentive obligations contemplated by clause (iii) of Section 6.3(d) that are due and owing prior to the Closing Date in accordance with the applicable key employee

retention plan, an amount equal to the amount of such paid obligations not to exceed \$2,660,000 in the aggregate;

provided that (X) the Cash Amount shall be reduced by any Restricted Cash of the Acquired Entities and (Y) for clarity, the Cash Amount shall not include the Aggregate DLR Consideration Amount paid to any Acquired Entity or one of its Affiliates; provided further that notwithstanding anything to the contrary contained herein, in no event shall the “Cash Amount” be included in the amount of current assets with respect to Working Capital.

(t) “Cash and Cash Equivalents” means all of Sellers cash (including checks and deposits in transit, demand deposits, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities, and any other cash equivalents whether on hand, in transit, in banks or other financial institutions, or otherwise held.

(u) “CCAA” means the *Companies’ Creditors Arrangement Act* (R.S.C., 1985, c. C-36).

(v) “CCAA Court” means the Court of King’s Bench of Alberta under Court File No. 2301-07385 with respect to the CCAA Proceeding.

(w) “CCAA Orders” means a Canadian recognition Order of the Confirmation Order and a Canadian vesting Order for the benefit of the Purchaser with respect to the Canadian Assets, both as granted by the CCAA Court in the CCAA Proceeding pursuant to the CCAA, in each case in form and substance reasonably acceptable to the Purchaser solely with respect to all provisions of the foregoing that relate to the Purchaser, this Agreement, or the Transactions. Any form of CCAA Orders that is or will be filed, or any amendments to such order, shall be in form and substance acceptable to the Sellers, and with respect to provisions of the CCAA Orders that relate to Purchaser, this Agreement, or the Transactions, Purchaser.

(x) “Closing Working Capital” means the Working Capital as of immediately prior to the Closing.

(y) “COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Tax Code and any similar state Law.

(z) “Company Systems” means any and all computer systems, servers, hardware systems, Software, websites, databases, routers, hubs, switches, circuits, networks, data communication lines, workstations, and other information technology systems, infrastructure and equipment owned, leased or licensed by Seller or any of its Subsidiaries.

(aa) “Confidentiality Agreement” means that certain letter agreement, dated as of May 11, 2023, by and between CTI and Brookfield Special Investments LLC (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms).

(bb) “Confirmation Order” means an order of the Bankruptcy Court, approving the proposed Transactions and the Plan pursuant to sections 105, 363, 365, 1123, 1129, 1141 and 1142 of the Bankruptcy Code, in form and substance reasonably acceptable to the Sellers and, with respect to provisions of the Confirmation Order that relate to Purchaser, this Agreement, or the Transactions, including any amendments thereto, whether before or after such documents and pleadings have been filed with or approved by the Bankruptcy Court, Purchaser. Any form of Confirmation Order that is or will be filed, and any amendments to such order, shall be in form and substance acceptable to the Sellers, and with respect to provisions of the Confirmation Order that relate to Purchaser, this Agreement, or the Transactions, Purchaser.

(cc) “Consent” means any approval, consent, ratification, clearance, non-action, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(dd) “Contract” means any contract, indenture, note, bond, lease, sublease, license, mortgage, agreement, guarantee, or other agreement that is legally binding upon a Person or its property.

(ee) “COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemic or disease outbreaks.

(ff) “Debt Financing Related Parties” means the Debt Financing Sources and their respective Affiliates and each of their respective successors and assigns, together with each of their respective officers, directors, employees, partners, controlling persons, advisors, attorneys, agents and representatives and each of their respective successors and assigns; provided that none of the Purchaser, the Seller nor any Affiliate of the Purchaser or the Seller, as applicable, shall constitute a “Debt Financing Source” or a “Debt Financing Related Party.”

(gg) “Debt Financing Sources” means the arrangers or lenders party to the commitment letter in respect of the Debt Financing that have committed to Purchaser or its Affiliates to provide Debt Financing subject to the conditions set forth in such commitment letter.

(hh) “DLR Closing Proceeds” means the actual aggregate cash amount distributed by the UK Seller, the Germany Seller, and the Singapore Seller to one or more of the Sellers pursuant to and in accordance with Section 6.20; for the avoidance of doubt, not including any amounts that are required to be withheld in respect of Taxes under applicable Law from any such distributions by the UK Seller, the Germany Seller, or the Singapore Seller.

(ii) “Documents” means all of Sellers’ written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

(jj) “Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, license, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, covenants, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(kk) “Environmental Laws” means all Laws concerning pollution, human health or safety (solely to the extent relating to exposure of any natural Person to Hazardous Materials), or protection of the environment as enacted and in effect as of the date hereof.

(ll) “Equipment” means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, supply inventory, vehicles and all other fixed assets.

(mm) “Equity Interests” means, with respect to a Person, any membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or equity appreciation rights, phantom stock rights or other similar rights) or ownership interests of such Person, or any securities (including debt securities or other Indebtedness) exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, partnership interests, capital stock or other equity securities or ownership interests of such Person (or otherwise constituting an investment in such Person).

(nn) “ETA” means Part IX of the *Excise Tax Act* (Canada) (R.S.C., 1985, c. E-15), as amended, and the regulations promulgated thereunder.

(oo) “Exchange Act” means the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(pp) “Excluded Data Center Contracts” means, in the event that the transactions contemplated by the Specified Agreement are consummated in accordance therewith prior to the Closing, the “Assigned Contracts” as defined in and only to the extent defined in the Specified Agreement (other than to the extent constituting Shared Customer Contracts (as defined therein) and the rights, remedies and defenses related thereto and set forth in Section 6.4 thereof).

(qq) “Factoring Facility” means collectively, (i) the Purchase and Sale Agreement, dated as of August 31, 2022, by and among Cyxtera Communications, LLC (“Communications”), Cyxtera Federal Group Inc., and Cyxtera Receivables Holdings, (ii) the Receivables Purchase Agreement, dated as of August 31, 2022, by and among Communications, as servicer, PNC Bank National Association, as administrative agent and PNC Capital Markets LLC, as structuring agent and (iii) the other documentation executed in connection therewith or related thereto.

(rr) “Factoring Facility Payoff Amount” means an aggregate amount equal to (i) \$37,500,000 plus (ii) any remaining required amounts (including breakage, termination and other similar costs and expenses) due and owing pursuant to the terms and conditions of, the Factoring Facility upon its termination in accordance with Section 6.7(b) hereof.

(ss) “Final DIP Order” means that certain final order (i) authorizing the Debtors to obtain postpetition financing, (ii) authorizing the Debtors to use cash collateral, (iii) granting liens and providing superpriority administrative expense claims, (iv) granting adequate protection, (v) modifying the automatic stay, and (vi) granting related relief entered on July 19, 2023 in the Bankruptcy Cases [Docket No. 297].

(tt) “Final Order” means an Order entered by the Bankruptcy Court or other court of competent jurisdiction (including the CCAA Court or any other non-U.S. court): (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the Order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending

(uu) “Foreign Representative” means Cyxtera Technologies, Inc.

(vv) “Fraud” means an act committed by (a) Sellers, in the making to Purchaser the representations and warranties in Article III or in the certificate delivered pursuant to Section 2.4(l) or (b) Purchaser, in the making to the Sellers the representations and warranties in Article IV or in the certificate delivered pursuant to Section 2.5(k), in any such case, with intent to deceive another party hereto, or to induce such other party to enter into this Agreement and requires (i) a false representation of material fact made in such representation; (ii) with knowledge that such representation is false; (iii) with an intention to induce the party to whom such representation is made to act or refrain from acting in reliance upon it; (iv) causing that party, in justifiable reliance upon such false representation, to take or refrain from taking action; and (v) causing such party to suffer damage by reason of such reliance, which together constitutes common law fraud under Delaware Law (and does not include any fraud claim based on constructive knowledge, negligent misrepresentation, recklessness or a similar theory).

(ww) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(xx) “Germany Consideration Payment” has the meaning set forth on Exhibit H.

(yy) “Germany Lease Termination Agreements” means the termination agreements in respect of the Germany Leases in the form attached hereto as Exhibit H, in each case, effective on or prior to the Closing.

(zz) “Germany Seller” means Cyxtera Germany GmbH.

(aaa) “Government Official” means an employee, officer, or representative of, or any Person otherwise acting in an official capacity for or on behalf of a Governmental Body, whether elected or appointed, including an officer or employee of a state-owned or state-controlled enterprise, a political party, political party official or employee, candidate for public office, or an officer or employee of a public international organization (such as the World Bank, United Nations, International Monetary Fund, or Organization for Economic Cooperation and Development).

(bbb) “Governmental Authorization” means any Permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(ccc) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency, tribunal, board or political subdivision thereof of any nature, whether foreign, federal, provincial, territorial, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(ddd) “GST/HST” means the goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

(eee) “Hazardous Material” means any material, substance or waste that is defined as “hazardous” or “toxic” under Environmental Laws due to its dangerous or deleterious properties or characteristics, including petroleum products or byproducts, friable asbestos, per- and polyfluoroalkyl substances or polychlorinated biphenyls.

(fff) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

(ggg) “Independent Accountant” means RSM US, LLP, or if RSM US, LLC declines to accept engagement hereunder, such other nationally or regionally recognized certified public accounting firm, valuation firm, or firm that practices in purchase price dispute resolution as is reasonably acceptable to Purchaser and Sellers.

(hhh) “Intellectual Property” means any and all intellectual property and other proprietary rights in any jurisdiction throughout the world, whether registered or unregistered including any and all inventions, patents (and all divisions, reissues, continuations, continuations-in-part), industrial designs, trademarks, service marks, corporate names or trade names, logos, trade dress, works of authorship, copyrights, mask works, domain names, social media accounts, Software, data and databases, trade secrets and know-how, applications and registrations for and goodwill associated with any of the foregoing and rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation of any of the foregoing.

(iii) “International Trade Laws” means any of the following: (a) any Laws concerning the importation of merchandise or items (including technology, services, and Software), including to those administered by U.S. Customs and Border Protection or the U.S.

Department of Commerce, (b) any Laws concerning the exportation or re-exportation of items (including technology, services, and Software), including to those administered by the U.S. Department of Commerce or the U.S. Department of State, or (c) any economic sanctions administered by the United States (including but those administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”) and the U.S. State Department), the United Nations, Canada, the European Union, or the United Kingdom.

(jjj) “IRS” means the U.S. Internal Revenue Service and any Governmental Body succeeding to the functions thereof.

(kkk) “ITA” means the *Income Tax Act* (Canada), as amended, and the regulations promulgated thereunder.

(lll) “Knowledge of Seller,” “Knowledge of Sellers,” or words of like import means the actual knowledge of each of Mitchell Fonseca, Carlos Sagasta, and Victor Semah after reasonable inquiry of their reports.

(mmm) “Law” means any federal, national, state, provincial, territorial, county, municipal, provincial, local, foreign or multinational, statute, constitution, common law, ordinance, code, Order, rule, regulation or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body of competent jurisdiction.

(nnn) “Lease” means any lease, license, concession or other agreement (written or oral) pursuant to which any Seller or any Subsidiary thereof holds any Leased Real Property, and all amendments, renewals, guaranties, assignments and other agreements relating thereto, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller or any of its Subsidiaries.

(ooo) “Leased Real Property” means, collectively, all right, title and interest of the Sellers and their Subsidiaries in and to any real property that any Seller or Subsidiary thereof leases, licenses or otherwise uses or occupies or has the right to use or occupy.

(ppp) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller or Subsidiary thereof and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

(qqq) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, Tax, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(rrr) “Material Adverse Effect” means any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had or would reasonably be expected to have a material adverse effect on (x) the Acquired Assets and Assumed Liabilities, taken as whole, or the results of operations or condition (financial or otherwise) of the Acquired Assets and Assumed Liabilities, taken as a whole, or (y) the Sellers’ ability to consummate the Closing; provided that solely for purposes of the foregoing clause (x), no Effect shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect, to the extent relating to any Effect in, arising from or relating to (i) general business or economic conditions affecting the industry in which Sellers and their Subsidiaries operate or their respective business is conducted; (ii) national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, Equipment or personnel of the United States or of any other country; (iii) any fire, flood, hurricane, earthquake, tornado, windstorm, other act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including COVID-19) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) the decline or rise in price of any currency or any Equipment or supplies necessary to or used in the provision of services by Sellers or their Subsidiaries; (v) financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract, or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (vi) changes in, GAAP or the interpretation thereof occurring after the date of this Agreement; (vii) changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to or any changes in policy or practices of any Governmental Body regarding) any of the foregoing, in each case occurring after the date of this Agreement; (viii)(A) the taking of any action required by this Agreement (other than pursuant to Section 6.1) or at the written request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, or (C) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or its Affiliates or Purchaser’s or its Affiliates’ plans with respect to the Acquired Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Sellers or their Subsidiaries with employees, customers, lessors, suppliers, vendors, or other commercial partners (other than for purposes of any representation or warranty set forth in Section 3.4 or the conditions set forth in Section 7.2 with respect to such representation or warranty, in either case, to the extent such representation or warranty addresses the effect of the negotiation, announcement or pendency of this Agreement of the Transactions); (ix) any seasonal fluctuations in the business of the Sellers or their Subsidiaries; (x) any failure, in and of itself, to achieve any budgets, Projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business; provided that the underlying cause(s) of such failure may

be taken into account in determining whether a Material Adverse Effect has occurred; (xi) any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing thereof or any breach by Purchaser of this Agreement; (xii) any material breach by Purchaser of this Agreement; or (xiii)(A) the commencement or pendency of the Bankruptcy Cases; (B) any objections in the Bankruptcy Court or the CCAA Court to (1) this Agreement or any of the Transactions, (2) the Plan or the Confirmation Order or the CCAA Order, or the reorganization or liquidation of Sellers or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or the CCAA Court or any actions or omissions of Sellers required thereby; provided that any adverse Effects resulting or arising from the matters described in clauses (i) through (vii) and (ix) above may be taken into account in determining whether there has been a Material Adverse Effect to the extent only to the extent, that they have had or would reasonably be expected to have a disproportionate effect on Sellers and their Subsidiaries in the aggregate relative to participants of similar size and scope in the industries and geographic areas in which the Sellers and their Subsidiaries operate.

(sss) “Open Source Software” means software or other material that is distributed as “free software,” “open source software” or under similar licensing or distribution terms (including any license approved by the Open Source Initiative and listed at opensource.org/licenses).

(ttt) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body of competent jurisdiction, including any Order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Confirmation Order) or any Order entered by the CCAA Court in the CCAA Proceeding (including the CCAA Orders).

(uuu) “Ordinary Course” means the ordinary and usual course of operations of the business conducted by Sellers and their Subsidiaries, taken as a whole consistent with past practice, taking into account the preparation, commencement and pendency of the Bankruptcy Cases.

(vvv) “Organizational Documents” means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as bylaws, a partnership agreement, an operating, limited liability or members agreement or a stockholders’ agreement or any other similar agreement).

(www) “Owned Intellectual Property” means any and all Intellectual Property owned or purported to be owned by any Seller or any of its Subsidiaries, including the Acquired Intellectual Property.

(xxx) “Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, currently owned by a Seller or any Subsidiary thereof.

(yyy) “Permits” means all licenses, permits, registrations, certifications, agreements, authorizations, Orders, certificates, qualifications, waivers, approvals, permissions, authorizations, and exemptions pending with or issued by Governmental Bodies.

(zzz) “Permitted Encumbrances” means (i) Encumbrances for utilities and Taxes (A) which are not yet due and payable, (B) that are being contested in good faith by appropriate proceedings or (C) the nonpayment of which is permitted or required by the Bankruptcy Code, in each case, for which adequate reserves have been established in accordance with GAAP, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets (other than Intellectual Property) which do not, individually or in the aggregate, materially adversely affect the operation of the applicable Acquired Assets and, in the case of Owned Real Property or Leased Real Property, which do not, individually or in the aggregate, materially adversely affect the use or occupancy of the applicable Owned Real Property or Leased Real Property as it relates to the operation of the Acquired Assets, (iii) in the case of any Owned Real Property or Leased Real Property, applicable zoning Laws, building codes, land use restrictions, Environmental Laws and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Property, as applicable, (iv) materialmen’s, mechanics’, artisans’, shippers’, warehousemen’s or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) such other non-monetary Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation of the applicable Acquired Assets (other than Intellectual Property), (viii) non-exclusive licenses of Intellectual Property granted in the Ordinary Course, (ix) any Encumbrances set forth on Schedule 11.1(zzz), and (x) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Confirmation Order.

(aaaa) “Permitted Post-Closing Encumbrances” means (a) in the case of any Owned Real Property or Leased Real Property, applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Property, as applicable, (b) non-monetary Encumbrances not violated by Sellers’ current use of the assets or property subject to such Encumbrances, to the extent that the Confirmation Order does not in fact release such Encumbrances upon the Closing, and (c) in the case of any Leased Real Property, any Encumbrances on the interest of the landlord or sublandlord under the applicable Lease or on the underlying fee interest therein.

(bbbb) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, organization, estate, Governmental Body or other entity or group.

(cccc) “Personal Information” means (1) any information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means, including any information that can be used to distinguish or trace an individual’s identity, including name, email address, phone number, social security number, date and place of birth, mother’s maiden name, and (2) any other information that is linked or linkable to an individual, including financial, medical, biometric, and geolocation information.

(dddd) “Plan” means the *Second Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 551], dated as of September 24, 2023, and the Plan Supplement, each as may be amended, restated, supplemented, or otherwise modified from time to time, in form and substance reasonably acceptable to the Sellers and with respect to provisions of the Plan and the Plan Supplement that relate to Purchaser, this Agreement, or the Transactions, including any amendments thereto, whether before or after such documents and pleadings have been filed with or approved by the Bankruptcy Court, the Purchaser. Any form of Plan and the Plan Supplement that is or will be filed, or any amendments to such Plan and the Plan Supplement, shall be in form and substance acceptable to the Sellers, and with respect to provisions of the Plan and the Plan Supplement that relate to Purchaser, this Agreement, or the Transactions, the Purchaser.

(eeee) “Privacy Laws” means all Laws or binding standards (including the PCI-DSS Standards) applicable to the operation of each Seller’s and Acquired Entity’s business during the relevant period relating to the Processing of Personal Information.

(ffff) “Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, storage, or alteration, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction.

(gggg) “Purchaser Group” means, with respect to Purchaser, Purchaser, the Investors, any Affiliate of Purchaser (including, following the Closing, the Acquired Entities) or any Investor, any lender or investor of the foregoing and any Affiliate of any such lender or investor, and, in each case of the foregoing, each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(hhhh) “Restricted Cash” means any cash and cash equivalents that (i) are not freely usable because such cash and cash equivalents are subject to restrictions or limitations on use or distribution by Law, Contract or otherwise (including restrictions on dividends or repatriation) or (ii) would be subject to, or otherwise give rise to, Taxes if distributed or repatriated (but then solely an amount equal to the amount of such Taxes shall be Restricted Cash). Without limiting the foregoing, “Restricted Cash” shall include (a) any cash that is subject to restrictions on use by Contract or applicable Law (including security deposits, cash held in escrow or posted for bonds), (b) the amounts of any outstanding checks, drafts and wire transfers at such time, (c) Transaction expenses or Indebtedness paid after the effective date of the Estimated Closing Statement, but prior to the Closing, as calculated in accordance with the Working Capital Methodology, and (d) any marketable securities and other short term investments (including amounts held in brokerage accounts).

(iiii) “Securities Act” means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

(jjjj) “Seller Parties” means each Seller and its former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(kkkk) “Singapore Consideration Payment” has the meaning set forth on Exhibit H.

(llll) “Singapore Lease Termination Agreements” means the termination agreements in respect of the Singapore Leases in the form attached hereto as Exhibit H in each case, effective on or prior to the Closing.

(mmmm) “Singapore Seller” means Cyxtera Singapore Pte. Ltd.

(nnnn) “Software” means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code, human readable form or other form (ii) databases and compilations, whether machine readable or otherwise, (iii) descriptions, flow-charts, instructions and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation, including user manuals and other training documentation, related to any of the foregoing.

(oooo) “Specified Agreement” has the meaning set forth in Schedule (oooo).

(pppp) “Straddle Period” means any taxable period that includes but does not end on the Closing Date.

(qqqq) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by, or the general partner, manager, managing member or similar is or is owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(rrrr) “Tax” or “Taxes” means all U.S. federal, state, provincial, local or non-U.S. taxes including any net income, gross receipts, capital stock, franchise, profits, ad valorem, value added, levies, duties, fees, imposts, import, export, withholding, social security, governmental pension, employment insurance, unemployment, disability, workers compensation, real property, personal property, business, development, occupancy, stamp, excise, occupation, consumption sales, use, transfer, land transfer, conveyance, service, digital service, registration, premium, windfall or excess profits, customs, licensing, surplus, alternative minimum, estimated, GST/HST or other similar tax, including any interest, penalty, fines or addition thereto.

(ssss) “Tax Code” means the United States Internal Revenue Code of 1986, as amended.

(tttt) “Tax Return” means any return, report, election, statement, and any similar filing (including the attached schedules) filed or required to be filed with respect to Taxes, including any information return, claim for refund, or amended return.

(uuuu) “Taxing Authority” means any Governmental Body exercising authority with respect to Taxes or Tax matters.

(vvvv) “Transaction Agreements” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(www) “Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

(xxxx) “UK Consideration Payment” has the meaning set forth on Exhibit H.

(yyyy) “UK Seller” means Cyxtera Technology UK Limited.

(zzzz) “US Intangibles Consideration Payment” has the meaning set forth on Exhibit H.

(aaaaa) “VAT” means (i) value added tax as defined in the Value Added Tax Act 1994; (ii) any Tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); (iii) any Tax computed or charged by reference to use, consumption of goods and services, value added, turnover, sales, use, distribution including provincial sales Taxes, and retail sales Taxes; and (iv) any corresponding Tax or Tax of a similar nature to such Tax referred to in (ii) or (iii) above, in any jurisdiction.

(bbbbb) “Working Capital” means, at any date, (i) the consolidated current assets of Sellers and their Subsidiaries set forth under the heading “Current Assets” on Exhibit F, minus (ii) the consolidated current liabilities of Sellers and their Subsidiaries set forth under the heading “Current Liabilities” on Exhibit F, in each case calculated in accordance with, and including the use of the same line items and line item entries set forth in, Exhibit F and the Working Capital Methodology.

(ccccc) “Working Capital Methodology” means the accounting principles, methods, assumptions, policies, procedures, categorizations and practices set forth on Exhibit F.

(ddddd) “Working Capital Overage” means, when (and only when) the Closing Working Capital is greater than the Working Capital Target, the amount by which the Closing Working Capital is greater than the Working Capital Target.

(eeee) “Working Capital Target” means negative ninety-three million United States dollars \$(93,000,000).

(ffff) “Working Capital Underage” means when (and only when) the Closing Working Capital is less than the Working Capital Target, the amount by which the Closing Working Capital is less than the Working Capital Target.

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US Intangible Transfer Documents.....	6.18(d)(ii)
US Intangibles Transfer.....	6.18(d)(i)
WARN Act.....	6.3(f)

11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(c) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall.” The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any document or item will be deemed “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement if and only if such document or item is included in the Dataroom prior to 6:00 p.m. Eastern Time on October 31, 2023 through the Closing Date. Sellers will continue to maintain Purchaser’s and its Advisors’ access to the Dataroom, as in effect as of the date hereof, and the Designee Dataroom to Purchaser (and its Designee) through the Closing Date and will also deliver or cause to be delivered to Purchaser, no later than the Closing, two identical encrypted USB devices with the contents of the Dataroom.

(j) Sellers shall provide any document or item that (i) is required to be and is deemed to have been “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement, and (ii)(A) relates to the UK Seller’s “LHR1” data center or (B) is to be

provided to Designee or its Affiliates pursuant to the Germany Lease Termination Agreement or the Singapore Lease Termination Agreements, to the electronic “data room” through www.dfsvenue.com, a website maintained by Sellers (the “Designee Dataroom”) prior to 5:00 p.m. Eastern Time on the date that is five (5) Business Days following the date hereof, which shall be maintained by or on behalf of the Sellers through the Closing Date. In addition, Sellers will provide materials that are required to be provided to Designee pursuant to any other definitive agreements relating to the DLR Transactions in the Designee Dataroom in a timely manner in accordance with such agreements. Sellers will continue to maintain Designee’s and its Advisors’ access to the Designee Dataroom, as in effect as of the date hereof, through the Closing Date and will also deliver or cause to be delivered to Designee, no later than the Closing, two identical encrypted USB devices with the contents of the Designee Dataroom.

(k) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived, but in the case of a Contract required to be made available, only if all such amendments, modifications, supplements or waivers have been made available.

(l) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(n) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C. (admitted *pro hac vice*)

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COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

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msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**ORDER (I) APPROVING
THE BID PROTECTIONS AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through seven (7), is
ORDERED.

(Page | 3)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bid Protections and (II) Granting Related Relief

In accordance with the *Order (I) Approving the Bidding Procedures and Auction, (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 180] (the “Bidding Procedures Order”); and upon consideration of the *Notice of Bid Protections* [Docket No. [●]], dated as of November 2, 2023 (the “Notice of Bid Protections”), and the relevant terms and conditions of the Asset Purchase Agreement by and between Cyxtera Technologies, Inc. and Phoenix Data Center Holdings LLC (the “Purchaser”), an affiliate of Brookfield Infrastructure Partners L.P. (such agreement, the “Asset Purchase Agreement”),² attached to the Notice of Bid Protections as Exhibit A and to the *Notice of Sale Transaction* [Docket No. 648] as Exhibit A; and the Court having jurisdiction to consider the Notice of Bid Protections and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Notice of Bid Protections in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that no objections were timely filed in response to the Bid Protections Notice; and due and proper notice of the Notice of Bid Protections and the Bidding Procedures Order having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Notice of Bid Protections; and this Court having determined that the legal and factual bases set

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Bidding Procedures Order, the Notice of Bid Protections, or the Asset Purchase Agreement, as applicable.

(Page | 4)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bid Protections and (II) Granting Related Relief

forth in the Notice of Bid Protections establish just cause for the relief granted herein; and it appearing that the relief granted herein is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Designation of Stalking Horse Bidder. Pursuant to the Bidding Procedures Order, the Debtors are authorized to, in the exercise of their reasonable business judgment, designate one or more Stalking Horse Bidders with respect to some or all of the New Equity Interests and/or Assets and enter into the Stalking Horse Agreement for the sale of any such assets, subject to Court approval.

C. Bid Protections. Pursuant to the Bidding Procedures Order, the Debtors are, subject to the limitations set forth in the Asset Purchase Agreement, further authorized to (i) provide a break-up fee and (ii) agree to reimburse the reasonable and documented out of pocket fees and expenses of a Stalking Horse Bidder.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

(Page | 5)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bid Protections and (II) Granting Related Relief

D. Notice of Bid Protections. On November 2, 2023, the Debtors (i) filed the Notice of Bid Protections disclosing their designation of the Purchaser as the Stalking Horse Bidder; (ii) served the Notice of Bid Protections on the Ad Hoc Group, the Committee, and the U.S. Trustee in accordance with the Bidding Procedures Order; and (iii) caused the Notice of Bid Protections to be published on the website maintained by the Debtors' claims and noticing agent in these chapter 11 cases. No other or further notice of the relief granted herein is required.

E. Purchaser is Disinterested. The Purchaser is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of directors, officers, or controlling stockholders exists among the Purchaser and the Debtors.

F. Good Faith. The Purchaser and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Purchaser's negotiations of the Bid Protections.

G. Adequate Notice. A reasonable opportunity to object or be heard regarding the relief granted herein has been afforded to all parties in interest in these chapter 11 cases.

H. Relief is Warranted. Good and sufficient business reasons exist for this Court to authorize the Debtors to designate the Purchaser as the Stalking Horse Bidder and to approve the Bid Protections set forth in the Asset Purchase Agreement.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Designation of Stalking Horse Bidder. The Debtors are authorized to designate the Purchaser as, and the Purchaser is hereby designated as, the Stalking Horse Bidder.

(Page | 6)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bid Protections and (II) Granting Related Relief

2. All objections to the relief granted herein that have not been withdrawn, waived, or settled are overruled as to the relief granted herein.

3. Approval of Bid Protections. The Bid Protections, as set forth in Section 8.2 of the Asset Purchase Agreement, are hereby approved in their entirety, and the Debtors are authorized and directed to promptly pay, as they become due, any amounts owed to the Purchaser on account of the Bid Protections in accordance with the Asset Purchase Agreement.

4. The Bid Protections shall constitute, subject and subordinate only to the Carve Out (as defined in the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens And Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 297]), allowed superpriority administrative expense claims pursuant to sections 105(a), 364(c)(1), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code and such allowed superpriority administrative expense claim shall be superior in priority to all other similarly situated claims asserted or allowed in these chapter 11 cases.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, or any applicable provisions of the Local Rules or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and no automatic stay of execution shall apply to this Order.

(Page | 7)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Approving the Bid Protections and (II) Granting Related Relief

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

This is **Exhibit "Y"** referred to in the Affidavit of
~~Raymond Li~~ Sworn before me this 17th day of November, 2023



JONATHAN DREW BRIT
Notary Public - State of New York
No. 02BR0004130
Qualified in New York County
My Comm. Expires Mar. 28, 2027

A handwritten signature in blue ink, appearing to read "Jonathan Drew Brit", written over a horizontal line.

A Notary Public in and for the State of New York

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Christopher Marcus, P.C. (admitted *pro hac vice*)

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fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and Debtors in
Possession*

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹



**Order Filed on July 19, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey**

Chapter 11

23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

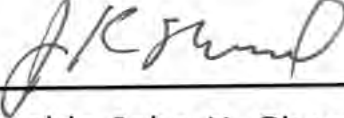


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**ORDER AUTHORIZING THE (I) RETENTION OF AP SERVICES, LLC,
(II) DESIGNATION OF ERIC KOZA AS CHIEF RESTRUCTURING OFFICER AND
RAYMOND LI AS DEPUTY CHIEF RESTRUCTURING OFFICER EFFECTIVE
AS OF THE PETITION DATE, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eight (8), is **ORDERED**.

DATED: July 19, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

(Page | 3)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief* (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to (a) retain and employ AP Services, LLC ("APS"), (b) designate Eric Koza as Chief Restructuring Officer ("CRO") and Raymond Li as Deputy Chief Restructuring Officer ("DCRO"), each pursuant to the terms of the engagement letter by and among the Debtors and APS, dated as of May 5, 2023 (the "Engagement Letter"), a copy of which is attached to the Application as Exhibit B, effective as of the Petition Date, and (c) granting related relief, all as more fully set forth in the Application; and upon consideration of the Koza Declaration; and the Court having found that APS is a "disinterested person" as such term is defined under section 101(14) of the Bankruptcy Code, as supplemented by section 1107(b) of the Bankruptcy Code; and the Court having jurisdiction over this Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors'

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

(Page | 4)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief

notice of the Application was appropriate under the circumstances and no other notice need be provided; and the Court having reviewed the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** as set forth herein.
2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized to (i) retain and employ APS and (ii) designate Eric Koza as CRO and Raymond Li as DCRO, effective as of the Petition Date, and in accordance with the terms and conditions set forth in the Engagement Letter attached to the Application as Exhibit B.
3. The terms of the Engagement Letter, including, without limitation, the indemnification provisions, are reasonable and are approved in all respects, as set forth in this Order.
4. APS is authorized to apply the Retainer and advanced payments to satisfy any unbilled or other remaining prepetition fees and expenses that APS becomes aware of during its ordinary course billing review and reconciliation. The balance of the Retainer shall be treated as an evergreen retainer and held by APS as security throughout these chapter 11 cases.
5. Upon employment and retention by the Debtors, Mr. Koza and Mr. Li shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter.

(Page | 5)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief

6. Notwithstanding anything to the contrary in the Application or the Engagement Letter, APS's engagement is subject to the following terms:

- a. APS and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor or investor/acquirer) in connection with these chapter 11 cases.
- b. In the event the Debtors seek to have APS Personnel assume executive officer positions that are different than the position(s) disclosed in the Application, or to materially change the terms of the engagement by either (i) materially modifying the functions of personnel, or (ii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.
- c. Notwithstanding anything to the contrary contained in the Application, the Engagement Letter or any exhibits hereto, during the course of these chapter 11 cases, APS will only seek reimbursement of actual and necessary expenses.
- d. APS may from time to time add or remove staff, and APS will file staffing reports that will reflect the APS Personnel that provided services on a monthly basis ("Staffing Reports"). Staffing Reports shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.
- e. APS shall submit reports of compensation earned and expenses incurred on a monthly basis ("Compensation Reports") to the Court with copies to the U.S. Trustee and provide notice of the same to the Notice Parties. Compensation Reports shall contain summary charts which describe the services provided, and identify the compensation earned and expenses incurred by each interim officer and APS Personnel/staff employee. The Notice Parties shall have fourteen (14) days after the date each Compensation Report is served upon them to object. Such compensation and expenses will be subject to Court review in the event an objection is filed.
- f. For hourly based fees, APS shall append to the Compensation Reports time records that contain detailed time entries describing the tasks performed on a daily basis and the corresponding charges (time multiplied by hourly rate) organized by project category. The time entries shall identify the time spent completing such tasks in tenth of an hour (.1) increments and the

(Page | 6)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief

corresponding charge (time multiplied by hourly rate) for each task (by daily project category entry). Where personnel are providing services at a flat/fixed rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed.

- g. No principal, employee, or independent contractor of APS and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of these chapter 11 cases.
- h. The Debtors are permitted to indemnify those persons serving as corporate officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policy.
- i. There shall be no indemnification of APS or its affiliates.
- j. The limitation of liability section in the Engagement Letter will be eliminated for the duration of these chapter 11 cases.
- k. Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and shall not be pre-approved under section 328(a) of the Bankruptcy Code by entry of this Order. No success fee, transaction fee, or other back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.
- l. For a period of three years after the conclusion of the engagement, neither APS nor any of its affiliates shall make any investments in the Debtors or the reorganized Debtors.
- m. APS Personnel serving as corporate officers of the Debtors shall be subject to the same fiduciary duties and obligations applicable to other persons serving in such capacity.
- n. APS shall follow the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding limitations on reimbursement of expenses.
- o. APS shall make appropriate disclosures of any and all facts that may have a bearing on whether APS, its affiliates, or any individuals working on the engagement hold/represent any interest adverse to, the Debtors, their

(Page | 7)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief

creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

7. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

8. Notwithstanding anything in the Application or the Engagement Letter to the contrary, APS shall: (a) pass through the cost of Contractors to the Debtors at the same rate that APS pays the Contractors; (b) with respect to costs incurred by the Contractors, seek reimbursement for actual, reasonable, and documented costs only; (c) ensure that the Contractors are subject to the same conflict checks as were required for APS in accordance with this retention; and (d) filed with the Court such disclosures as are required by Bankruptcy Rule 2014.

9. APS shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of APS's fee applications in the cases.

10. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

11. APS shall use its reasonable efforts to avoid any unnecessary duplication of services provided by any retained professionals in these chapter 11 cases.

12. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

(Page | 8)

Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order Authorizing the (I) Retention of AP Services, LLC, (II) Designation of Eric Koza as Chief Restructuring Officer and Raymond Li as Deputy Chief Restructuring Officer Effective as of the Petition Date, and (III) Granting Related Relief

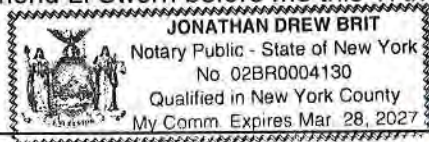
13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. During the pendency of these chapter 11 cases, the arbitration provision in the Engagement Letter shall not be applicable and the Court shall have exclusive jurisdiction over APS's engagement during the pendency of these chapter 11 cases.

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

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

This is **Exhibit "Z"** referred to in the Affidavit of
Raymond Li Sworn before me this 17th day of November, 2023



A handwritten signature in blue ink, appearing to read "Jonathan D. Brit", written over a horizontal line.

A Notary Public in and for the State of New York

Invoice

Cyxtera Communications Canada ULC
 ATTN: Victor F Semah
 Chief Legal Officer
 c/o Cyxtera Technologies, Inc.
 BAC Colonnade Office Towers
 2333 Ponce De Leon Blvd, Suite 900
 Coral Gables FL 33134
 USA

November 15, 2023
 INVOICE: 20156391

Our Matter: A171290 / 231148
 RE: Canadian restructuring matters

		GST (5.0%)
Fees for Professional Services	\$442,754.50	\$22,137.73
Disbursements (Taxable)	193.65	
Disbursements (Non-Taxable)	<u>75.27</u>	
Total Disbursements	268.92	9.68
Total Fees and Disbursements	443,023.42	
Total Taxes	22,147.41	22,147.41
Total Invoice	465,170.83	
Please remit balance due:	In Canadian Dollars	\$465,170.83

Important Notice: Please Read

Please make all payments by wire transfer or electronic funds transfer (EFT)

Our complete banking details are on the remittance copy (last page) of this invoice. If you have any questions, please contact payments.ca@gowlingwlg.com

Keith Desjardins

Signed for & on behalf of Gowling WLG (Canada) LLP

Our services are provided in accordance with our Terms of Business (www.gowlingwlg.com/TermsOfBusiness), subject to any other written engagement agreement entered into between the parties.

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Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal

November 15, 2023
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Cyxtera Communications Canada ULC
Our Matter: A171290
Canadian restructuring matters

PROFESSIONAL SERVICES

2023-08-22	Attending to various closing matters; emails with partners re same; Stephen Kroeger	4.90	580.00/hr	2,842.00
2023-08-23	Drafting declaration searches and emails re same; Stephen Kroeger	1.30	580.00/hr	754.00
2023-08-30	Reviewing apa and comments from Gowling team; Stephen Kroeger	3.80	580.00/hr	2,204.00
2023-10-01	Prepare materials for sale order recognition; Thomas S. Cumming	1.60	1,120.00/hr	1,792.00
2023-10-01	Reviewing emails from K&E and Gowling team on competition act matters and employment matters, email from P Carenza, email to K&E. Sam Gabor	0.50	920.00/hr	460.00
2023-10-01	Engaged re Competition Act threshold analysis including multiple correspondences to and from J. Ross and S. Toth; Elad Gafni	1.60	700.00/hr	1,120.00
2023-10-02	Review and comment on latest turn of the APA. Andrew Bratt	0.70	935.00/hr	654.50
2023-10-02	Reviewing both revisions to form of asset purchase agreement; drafting detailed transfer tax comments; correspondence with S. Gabor regarding potential of provincial sales tax liability to purchaser; finalizing report; reviewing email questions S. Toth; drafting response for S. Gabor; Michael Bussmann	2.40	1,320.00/hr	3,168.00
2023-10-02	Email correspondence regarding revised draft APA; Paul Carenza	1.40	1,430.00/hr	2,002.00
2023-10-02	Reviewing email from M. Bussman and considering, email to M. Bussman, reviewing email from E. Gafni, email from and to M. Bussman. Sam Gabor	0.30	920.00/hr	276.00

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2023-10-02	Reviewing Brookfield APA, emails to K&E with tax and CCAA comments, CCAA comments on APA, emails from and to M. Bussman, reviewing numerous competition act emails from E. Gafni, email from K&E regarding sale motion.			
	Sam Gabor	1.30	920.00/hr	1,196.00
2023-10-02	Meeting with T. Cumming and S. Kroeger, review and revise Information Officer's Fourth report, email to D. McCrae.			
	Sam Gabor	0.60	920.00/hr	552.00
2023-10-02	Engaged re Competition Act threshold analysis including multiple correspondences from and to J. Ross, S. Toth, J. Donado Diez and E. Deichmann re same and next steps;			
	Elad Gafni	0.80	700.00/hr	560.00
2023-10-02	Drafting application, affidavit and brief of law for recognition application; phone call with T. Cumming and S. Gabor re same; reviewing information officer's report received from A&M; emails with Gowling Ontario employment counsel re purchase agreement draft; reviewing purchase agreement received from K&E; Emails re distribution;			
	Stephen Kroeger	8.90	580.00/hr	5,162.00
2023-10-02	Review of the draft APA received from S. Thot on September 30, 2023 with regard to employment and labour considerations for Québec-based employees; written correspondence to S. Gabor on this matter.			
	Olivier Lamoureux	2.20	630.00/hr	1,386.00
2023-10-02	Reviewing asset purchase agreement re: employment sections; email to S. Toth;			
	Arielle Sie-Mah	0.80	500.00/hr	400.00
2023-10-03	Email correspondence regarding draft APA;			
	Paul Carenza	0.70	1,430.00/hr	1,001.00
2023-10-03	Discussion with J. Renaud; prepare first draft of Canadian Sale Order; review comments of J. Renaud on sale application in the US and make comments thereon;			
	Thomas S. Cumming	2.40	1,120.00/hr	2,688.00
2023-10-03	Reviewing revisions to fifth interim cash management materials from AlixPartners.			
	Sam Gabor	0.20	920.00/hr	184.00
2023-10-03	Emails from and to Gowling and K&E team regarding APA employment law terms and conditions.			
	Sam Gabor	0.30	920.00/hr	276.00
2023-10-03	Attending to reviewing accounts for court submissions.			
	Sam Gabor	0.20	920.00/hr	184.00

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2023-10-03	Preparing for, and meeting with, E. Deichmann and J. Donado Diez re Competition Act merger review threshold analysis re Brookfield APA; reviewing follow-up correspondences re same;	Elad Gafni	0.50	700.00/hr	350.00
2023-10-03	Review further markup of purchase agreement; review A. Bratt comments to same; email report to S. Kroeger, T Cumming, A. Gabor and A. Bratt re employee benefit plan provisions; email exchange with S. Kroeger regarding specific Canadian benefit representations (RCA, SDA etc);	Daniel R Hayhurst	1.70	1,595.00/hr	2,711.50
2023-10-03	Review Canadian employee benefit plan documentation provided and confirm inapplicability of RCA/SDA/ employee life and health trust/health and welfare ?trust representation to them;	Daniel R Hayhurst	1.30	1,595.00/hr	2,073.50
2023-10-04	Preparation for and participation in call with J. Pasquariello, K. Saddington, P. Carenza, T. Cummings and S. Kroeger regarding tax structuring questions; drafting email on additional information;	Michael Bussmann	1.20	1,320.00/hr	1,584.00
2023-10-04	Email and telephone conference regarding tax attributes and repatriation of proceeds;	Paul Carenza	2.20	1,430.00/hr	3,146.00
2023-10-04	Conference call with Canadian counsel to lender; review and comment upon application and affidavit with respect to recognition of fifth cash management order, DS Order Lease Order and Exclusive Filing Order; review language in US Cologix sale approval application requesting aid and assistance of Canadian court and email to B. Nakhaimousa;	Thomas S. Cumming	2.60	1,120.00/hr	2,912.00
2023-10-04	Numerous emails from and to Gowling and K&E team regarding transactions, fifth interim cash management order hearing, considering issues.	Sam Gabor	1.00	920.00/hr	920.00
2023-10-04	Reviewing certificates of n objection;	Natalie Gillespie	0.30	420.00/hr	126.00
2023-10-04	Drafting court materials; emails with K&E and Gowling team re same; for acceptance of orders;	Stephen Kroeger	5.50	580.00/hr	3,190.00
2023-10-05	Reviewing Eric Koza Affidavit and revising, emails and phone calls with S. Kroeger and K&E regarding fifth interim cash management application.				

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	Sam Gabor	0.70	920.00/hr	644.00
2023-10-05	Assisting prepare and coordinate filing materials;			
	Natalie Gillespie	1.10	420.00/hr	462.00
2023-10-05	Drafting brief of law; drafting service letters; revisions to affidavit and application per K&E/Alix requests; emails with K&E /Alix and Gowling team re affidavit and application; reviewing additional orders for inclusion in application materials; further drafting of application materials; instructions re filing and service; phone call to court clerk and J. Perkins re filing of materials; phone call to Justice Nixon's assistant re same; email to court coordinator; service of filed materials;			
	Stephen Kroeger	6.80	580.00/hr	3,944.00
2023-10-05	Email to S. Kroeger;			
	Arielle Sie-Mah	0.10	500.00/hr	50.00
2023-10-06	Conference call to discuss employee matters;			
	Thomas S. Cumming	0.40	1,120.00/hr	448.00
2023-10-06	Correspondence from and to E. Deichmann re follow-up discussion re Competition Act threshold analysis; correspondences to and from J. Ross and J. Donado Diez re same; meeting with E. Deichmann and J. Donado Diez re Competition Act threshold analysis; debriefing with J. Donado Diez re same; correspondence to J. Donado Diez and J. Ross re threshold analysis conclusion and next steps re filing pre-merger notification including process and timelines; follow-up correspondences to and from S. Toth re same; correspondence to S. Gabor, S. Kroeger and T. Cumming re update;			
	Elad Gafni	2.90	700.00/hr	2,030.00
2023-10-06	Receiving various emails;			
	Natalie Gillespie	0.10	420.00/hr	42.00
2023-10-06	Videoconference with V. Semah and US counsel; email to V. Semah to follow up videoconference;			
	Arielle Sie-Mah	1.00	500.00/hr	500.00
2023-10-07	Review of a bonus plan received from V. Semah on October 6, 2023; written correspondence to V. Semah regarding same.			
	Olivier Lamoureux	1.10	630.00/hr	693.00
2023-10-09	Reviewing revisions to form of purchase agreement; drafting email S. Kroeger regarding scope of comments;			
	Michael Bussmann	1.00	1,320.00/hr	1,320.00
2023-10-09	Email correspondence regarding revised draft APA;			

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	Paul Carenza	1.00	1,430.00/hr	1,430.00
2023-10-09	Reviewing correspondence and enclosures from K&E re updated draft Brookfield APA; correspondence to and from S. Kroeger re Competition Act issues; reviewing correspondence from S. Kroeger to K&E re same;			
	Elad Gafni	0.50	700.00/hr	350.00
2023-10-09	Emails with Gowlings team; email to K&E re tax issues outstanding;			
	Stephen Kroeger	0.70	580.00/hr	406.00
2023-10-09	Review of the amended APA received from PW on October 8, 2023; written correspondence to S. Gabor on this matter.			
	Olivier Lamoureux	0.90	630.00/hr	567.00
2023-10-10	Considering drafting points; drafting consolidated tax comments;			
	Michael Bussmann	0.30	1,320.00/hr	396.00
2023-10-10	Email correspondence regarding revised draft APA; prior request for tax attributes;			
	Paul Carenza	0.40	1,430.00/hr	572.00
2023-10-10	Prepare for court application; review brief and affidavit; review report; prepare sale recognition order;			
	Thomas S. Cumming	5.80	1,120.00/hr	6,496.00
2023-10-10	Reviewing numerous emails regarding sales transactions, fifth interim cash management application and considering.			
	Sam Gabor	1.00	920.00/hr	920.00
2023-10-10	Considering amendments to Brookfield APA re Competition Act merger review; correspondences to and from J. Ross and S. Toth re same and next steps;			
	Elad Gafni	0.70	700.00/hr	490.00
2023-10-10	Drafting affidavit; emails with team re same; emails with City of Vancouver re outcome and path forward;			
	Stephen Kroeger	4.70	580.00/hr	2,726.00
2023-10-10	Reviewing asset purchase agreement with a view of employment sections; email to S. Kroeger;			
	Arielle Sie-Mah	1.50	500.00/hr	750.00
2023-10-11	Phone call with T. Cumming to discuss fifth interim cash management matter and APA approval hearing.			

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	Sam Gabor	0.20	920.00/hr	184.00
2023-10-11	Preparation for and attendance at court application; researching law re sales through recognition proceedings; revisions to draft order; instructions to assistant re filing of order; Stephen Kroeger	7.40	580.00/hr	4,292.00
2023-10-12	Email correspondence regarding tax attributes; Paul Carenza	1.30	1,430.00/hr	1,859.00
2023-10-12	Prepare affidavit in support of application to recognize US Order approving Cologix sale; Thomas S. Cumming	5.00	1,120.00/hr	5,600.00
2023-10-12	Reviewing and considering emails from S. Toth and O Pare regarding APA and CCAA proceeding. Sam Gabor	0.50	920.00/hr	460.00
2023-10-12	Instructions re filing of signed order; emails with Gowling tax team re ongoing tax issues for APAs; emails with K&E team re same; drafting affidavit of R. Li; emails from T. Cumming re same; Stephen Kroeger	2.40	580.00/hr	1,392.00
2023-10-12	Review of the amended APA received from Cologix on October 12, 2023. Olivier Lamoureux	0.60	630.00/hr	378.00
2023-10-12	Email to S. Kroeger; Arielle Sie-Mah	0.10	500.00/hr	50.00
2023-10-13	Conference call to discuss Canadian tax issues; Michael Bussmann	1.00	1,320.00/hr	1,320.00
2023-10-13	Conference call regarding attributes and distribution; Paul Carenza	1.40	1,430.00/hr	2,002.00
2023-10-13	Review US pleadings; revise affidavit; review remaining information issues; Thomas S. Cumming	3.00	1,120.00/hr	3,360.00
2023-10-13	Attendance at meeting with K&E regarding Canadian tax issues, phone call with T. Cumming, reviewing draft questions/issues and revising for APA approval hearing, email to T. Cumming. Sam Gabor	2.00	920.00/hr	1,840.00
2023-10-13	Zoom meeting re tax matters with Gowling team and K&E; emails with T. Cumming re			

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	same; reviewing updated APA received from K&E; emails re same; Stephen Kroeger	2.10	580.00/hr	1,218.00
2023-10-14	Revise affidavit and draft order for Cologix transaction; plan structure of order; exchange emails with S. Gabor; Thomas S. Cumming	4.70	1,120.00/hr	5,264.00
2023-10-14	Reviewing revised list of questions from T. Cumming, reviewing draft court materials and revising, revising affidavit. Sam Gabor	0.50	920.00/hr	460.00
2023-10-15	Email correspondence regarding distribution; Paul Carenza	0.20	1,430.00/hr	286.00
2023-10-15	Review Cologix asset purchase agreement and US sale order; revise affidavit; email to Kirkland & Ellis team; Thomas S. Cumming	6.60	1,120.00/hr	7,392.00
2023-10-15	Receipt and review of emails from T. Cumming re UCC and affidavit; reviewing outstanding questions re affidavit; emails with S. Gabor re same; Stephen Kroeger	1.20	580.00/hr	696.00
2023-10-16	Consider repatriation and guarantee, related email correspondence; Paul Carenza	1.20	1,430.00/hr	1,716.00
2023-10-16	Draft board resolution, reviewing draft affidavit regarding APA transaction, email to T. Cumming, reviewing revisions to APA and considering. Sam Gabor	1.30	920.00/hr	1,196.00
2023-10-16	Correspondences from and to K&E re discussion with Brookfield's competition law counsel re merger review; Elad Gafni	0.20	700.00/hr	140.00
2023-10-16	Emails with McMillan re meeting to discuss next steps; drafting affidavit of R. Li; reviewing law re s.11.3 and 36; Stephen Kroeger	4.00	580.00/hr	2,320.00
2023-10-17	Email to internal group regarding funds distribution; Paul Carenza	0.60	1,430.00/hr	858.00
2023-10-17	Review revised draft APA; Paul Carenza	0.80	1,430.00/hr	1,144.00

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2023-10-17	Review and provide comments on draft resolution; review advice of P. Carenza regarding repatriation of proceeds of sale to the US and summarize to the group the corporate restrictions on dividend payments and returns of capital during a CCAA proceeding; Thomas S. Cumming	2.40	1,120.00/hr	2,688.00
2023-10-17	Phone call with T. Cumming regarding WEPP and APA. Sam Gabor	0.30	920.00/hr	276.00
2023-10-17	Meeting with Gowling team, Information Officer and counsel for Information Officer, emails from E. Gafni, reviewing revised Board Resolution from Z. Jaffar. Sam Gabor	1.00	920.00/hr	920.00
2023-10-17	Correspondences to and from K&E re Competition Act merger review analysis; correspondences to and from, and telephone attendances with, McCarthy's re threshold analysis and conclusion; correspondences to and from K&E re updating re same; reviewing correspondence from O. Borgers at McCarthy's re parties size threshold analysis; follow-up correspondences to and from K&E re same and next steps re confirming no pre-merger review requirement under Competition Act; correspondences to and from E. Deichmann re same; Elad Gafni	2.50	700.00/hr	1,750.00
2023-10-17	Reviewing and revising draft board resolution; correspondence with S. Gabor re: same; Zafar Jaffer	0.50	725.00/hr	362.50
2023-10-17	Receipt and review of email from P. Carenza re outstanding tax issues; zoom call with A&M/McMillan/Gowling team re next steps and apas; receipt and review of email from E. Gafni re competition act requirements; emails with B. Nakhaimousa re order; reviewing further emails re tax and competition issues; reviewing leases; instructions re title searches; reviewing same; emails to Gowling group re registrations on titles; reviewing draft court orders; emails with Gowling Que/BC counsel re same; reviewing provisions in order in relation to potential claims; reviewing APA received from S. Toth; emails to Gowling team across country for specific issues to be addressed in APA; Stephen Kroeger	6.60	580.00/hr	3,828.00
2023-10-18	Review and comment on employment provisions of the latest turn of the APA; emails re same. Andrew Bratt	0.30	935.00/hr	280.50
2023-10-18	Reviewing emails P. Carenza; reviewing revisions to form of purchase agreement; drafting email with comments S. Kroeger; Michael Bussmann	0.80	1,320.00/hr	1,056.00
2023-10-18	Review and comment on revised draft APA; email correspondence regarding repatriation of			

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	funds;			
	Paul Carenza	2.20	1,430.00/hr	3,146.00
2023-10-18	Meeting with T. Cumming regarding potential need for plan of arrangement due to tax considerations, reviewing emails from K&E.			
	Sam Gabor	0.80	920.00/hr	736.00
2023-10-18	Reviewing tax treatment comments and providing comments, reviewing APA and providing comments, reviewing draft resolution and revising, email to K&E.			
	Sam Gabor	0.90	920.00/hr	828.00
2023-10-18	Reviewing correspondence from S. Kroeger re updated BF APA; correspondence to S. Kroeger re status of Competition Act threshold analysis; reviewing correspondence from S. Kroeger to K&E re same;			
	Elad Gafni	0.20	700.00/hr	140.00
2023-10-18	Reviewing email from US counsel;			
	Natalie Gillespie	0.10	420.00/hr	42.00
2023-10-18	Review revised purchase agreement and comments to S. Kroeger et al;			
	Daniel R Hayhurst	1.00	1,595.00/hr	1,595.00
2023-10-18	Emails with P. Carenza, M. Bussmann and Gowling employment counsel re APA; discussion with T. Cumming and S. Gabor re response to K&E on APA comments; drafting email to S. Toth re same; emails with K&E re court time; email to court re same; emails to IO and McMillan re same; email with court re filed order; email to K&E re same; instructions re service on service list; drafting service letter; reviewing business corporations act provision per T. Cumming instructions; emails re same; reviewing email from K&E re change to US court application date; emails re Canadian guarantees from B. Sheps, T. Cumming and S. Gabor; reviewing notice re moving confirmation date;			
	Stephen Kroeger	5.50	580.00/hr	3,190.00
2023-10-18	Various emails with T. Cumming and S. Gabor re debt with the Canadian guarantors;			
	Braden A Sheps	0.40	775.00/hr	310.00
2023-10-19	Call with P. Carenza, T. Cumming, S. Gabor, S. Kroeger and B. Sheps to discuss various mechanism to return funds to lenders in the US;			
	Michael Bussmann	0.90	1,320.00/hr	1,188.00
2023-10-19	Email and conference call regarding repatriation of funds;			
	Paul Carenza	0.80	1,430.00/hr	1,144.00
2023-10-19	Conference call with Gowling team to discuss repatriation of sale proceeds; prepare email			

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	to Kirkland team;			
	Thomas S. Cumming	3.40	1,120.00/hr	3,808.00
2023-10-19	Meeting with Gowling insolvency and tax team regarding return of capital options, emails from K&E regarding approval motion			
	Sam Gabor	0.90	920.00/hr	828.00
2023-10-19	Call with T. Cumming, S. Gabor, B. Sheps, P. Carenza and M. Bussmann re request for clarification on tax issues and next steps; email to J. Ross and G. Cloutier re draft orders;			
	Stephen Kroeger	0.80	580.00/hr	464.00
2023-10-19	Call with T. Cumming, M. Bussman, S. Gabor and P. Carenza re purchase agreement and related Canadian considerations;			
	Braden A Sheps	0.90	775.00/hr	697.50
2023-10-20	Reviewing briefing note T. Cummings and comments P. Carenza;			
	Michael Bussmann	0.20	1,320.00/hr	264.00
2023-10-20	Email correspondence regarding potential distribution methods;			
	Paul Carenza	1.00	1,430.00/hr	1,430.00
2023-10-20	Finalize email to Kirkland team regarding tax and corporate issues connected with repatriation of funds to the US to repay secured indebtedness; discussion with S. Gabor; exchange emails with F. Sur regarding corporate aspect of possible repayment structures;			
	Thomas S. Cumming	1.60	1,120.00/hr	1,792.00
2023-10-20	Emails from and to T. Cumming and considering options for RVOs and AVO for tax planning on APA, phone call with T. Cumming, reviewing and considering email from F. Sur regarding corporate arrangement options.			
	Sam Gabor	0.60	920.00/hr	552.00
2023-10-20	Emails with McMillan re outstanding IO questions; emails to and from K&E and Alix re same and APA; call with J. Ross; email to J. Ross re APA and title searches and registrations; reviewing cure schedule; emails amongst Gowling team re corporate arrangement and RVO; reviewing certificates of no objection received from KCC;			
	Stephen Kroeger	2.90	580.00/hr	1,682.00
2023-10-20	Telephone call to S. Kroeger;			
	Jonathan Ross	0.20	760.00/hr	152.00
2023-10-21	Email correspondence regarding manner of proposed distribution;			
	Paul Carenza	0.90	1,430.00/hr	1,287.00

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2023-10-21	Receipt and review of emails from F. Sur, T. Cumming and P. Carenza re corporate and tax issues; Stephen Kroeger	0.40	580.00/hr	232.00
2023-10-21	Attending to structuring matters; Frank Sur	1.00	1,000.00/hr	1,000.00
2023-10-23	Emails re latest turn of the APA. Andrew Bratt	0.20	935.00/hr	187.00
2023-10-23	Review revised draft APA; Paul Carenza	0.50	1,430.00/hr	715.00
2023-10-23	Review declaration relating to Cologix sale; Thomas S. Cumming	1.50	1,120.00/hr	1,680.00
2023-10-23	Emails from and to K&E. Sam Gabor	0.20	920.00/hr	184.00
2023-10-23	Reviewing correspondence from J. Donado Diez at K&E re finalizing Competition Act threshold analysis; Elad Gafni	0.10	700.00/hr	70.00
2023-10-23	Reviewing 6th amended cash management order; email to T. Cumming and S. Gabor re same; Stephen Kroeger	0.30	580.00/hr	174.00
2023-10-24	Reviewing revisions to form of purchase agreement; drafting email comments S. Kroeger and S. Gabor; Michael Busmann	0.70	1,320.00/hr	924.00
2023-10-24	Email correspondence regarding revised draft APA; Paul Carenza	0.40	1,430.00/hr	572.00
2023-10-24	Revisions to affidavit of R. Lee in support of Cologix sale; Thomas S. Cumming	4.00	1,120.00/hr	4,480.00
2023-10-24	Reviewing APA, emails from Gowling tax partners, prepare email to K&E, emails from and to E. Gafni Sam Gabor	0.80	920.00/hr	736.00
2023-10-24	Phone call with T. Cumming regarding tax matters, affidavit and interim cash management			

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	order, reviewing emails from T. Cumming and K&E regarding same			
	Sam Gabor	0.30	920.00/hr	276.00
2023-10-24	Correspondences from and to S. Gabor re Competition Act matters re Brookfield APA; reviewing correspondence from S. Gabor to S. Toth re same;			
	Elad Gafni	0.20	700.00/hr	140.00
2023-10-24	Review further revised purchase agreement;			
	Daniel R Hayhurst	0.80	1,595.00/hr	1,276.00
2023-10-25	Review and respond to Kirkland email regarding repatriation of funds;			
	Thomas S. Cumming	0.80	1,120.00/hr	896.00
2023-10-25	Reviewing and considering email from K&E on evidence for APA approval and other matters,			
	Sam Gabor	0.10	920.00/hr	92.00
2023-10-25	Emails from K&E and Canadian counsel for DIP Lender.			
	Sam Gabor	0.30	920.00/hr	276.00
2023-10-25	Receipt and review of email from court; email to assistant providing same;			
	Stephen Kroeger	0.10	580.00/hr	58.00
2023-10-26	Reviewing forwarded Deloitte report; reviewing email comments H. Xu; drafting and circulating email response; email exchanges relating to same;			
	Michael Bussmann	0.50	1,320.00/hr	660.00
2023-10-26	Email correspondence regarding draft APA, return of proceeds;			
	Paul Carenza	1.00	1,430.00/hr	1,430.00
2023-10-26	Communications with US counsel;			
	Thomas S. Cumming	0.50	1,120.00/hr	560.00
2023-10-26	Emails with R. Robbins re outstanding requests from Alix; reviewing same; email to A&M re liquidation analysis; further email to R. Robbins re same; emails to and from the Ministry of the Attorney General (Ont) re creditors list; emails with K&E re court application booking;			
	Stephen Kroeger	0.70	580.00/hr	406.00
2023-10-27	Preparing for Canadian transfer tax call; call with A. Nigam, H. Xu, M. Chan, J. Riddle, P. Carenza and T. Cumming; summarizing notes from call; providing instructions X. Jiang on British Columbia provincial sales tax clearance certificate analysis;			
	Michael Bussmann	1.70	1,320.00/hr	2,244.00

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2023-10-27	Conference call and email correspondence regarding HST matters; Paul Carenza	1.00	1,430.00/hr	1,430.00
2023-10-27	Conference call with K&E to address Canadian sale tax issues; Thomas S. Cumming	0.60	1,120.00/hr	672.00
2023-10-27	Discussion with M. Bussmann re research issues on clearing certificate requirement; reviewing relevant statutory provisions; preparing email summary of findings for M. Bussmann's review; correspondence with M. Bussmann re same; Xin Jiang	2.80	550.00/hr	1,540.00
2023-10-27	Emails with tax counsel and gowling calgary team re same; Stephen Kroeger	0.80	580.00/hr	464.00
2023-10-28	Reviewing emails from S. Kroeger and US counsel; Natalie Gillespie	0.10	420.00/hr	42.00
2023-10-28	Receipt and review of emails from K&E.; responses to same; considering strategy for further application; reviewing APA; Stephen Kroeger	2.20	580.00/hr	1,276.00
2023-10-29	Prepare resolutions of the Canadian sellers for the Project Cadillac sale; circulate resolutions to K&E; revise resolutions to insert the purchaser name and re-circulate to K&E; discussion with S. Gabor; Thomas S. Cumming	1.30	1,120.00/hr	1,456.00
2023-10-29	Reviewing various emails from US counsel; Natalie Gillespie	0.20	420.00/hr	84.00
2023-10-30	Email correspondence regarding draft sale agreement; Paul Carenza	0.20	1,430.00/hr	286.00
2023-10-30	Email to Information Officer and counsel, email to K&E. Sam Gabor	0.20	920.00/hr	184.00
2023-10-30	Emails to and from K& E re outstanding client issues; Stephen Kroeger	0.40	580.00/hr	232.00
2023-10-31	Drafting email J. Riddle regarding analysis and steps to dispensing with sales tax clearance certificate mechanic; reviewing email J. Riddle; drafting email response to same; discussion with J. Riddle; various correspondence with J. Riddle and S. Sontag;			

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	correspondence with and call to R. Schwartz; various correspondence with J. Riddle; Michael Bussmann	1.80	1,320.00/hr	2,376.00
2023-10-31	Email correspondence regarding draft APA and transfer taxes; Paul Carenza	1.10	1,430.00/hr	1,573.00
2023-10-31	Correspondences to and from E. Deichmann at AlixPartners re confirming no relevant Cyxtera affiliates for Competition Act pre-merger threshold analysis; confirming no Competition Act pre-merger filing requirement; correspondence to and from S. Gabor re same; Elad Gafni	0.20	700.00/hr	140.00
2023-10-31	Reviewing email and attachments from N. Howard; emails from K&E team re Canadian APA; Stephen Kroeger	0.60	580.00/hr	348.00
2023-11-01	Drafting email T. Cumming and S. Gabor on timing and steps to closings; Michael Bussmann	0.20	1,320.00/hr	264.00
2023-11-01	Email correspondence with M. Bussmann regarding APA ordering; Paul Carenza	0.40	1,430.00/hr	572.00
2023-11-01	Review email and materials from N. Howard; review comments on affidavit of R. Li; revise affidavit of R. Li; discussion with S. Gabor; discussion with S. Collins regarding Brookfield deal; Thomas S. Cumming	3.40	1,120.00/hr	3,808.00
2023-11-01	Emails from and to K&E regarding recognition hearings, email to T. Cumming. Sam Gabor	0.30	920.00/hr	276.00
2023-11-02	Reviewing email J. Riddle; reviewing email report S. Gabor on timing and ordering of closings; Michael Bussmann	0.20	1,320.00/hr	264.00
2023-11-02	Email correspondence regarding APA timing and transfer taxes; Paul Carenza	1.20	1,430.00/hr	1,716.00
2023-11-02	Discussion with S. Gabor; conference call with S. Gabor, S. Kroeger, N. Howard and A. Simioni; discussions with S. Gabor and S. Kroeger; Thomas S. Cumming	3.50	1,120.00/hr	3,920.00
2023-11-02	Emails from McMillan, email to K&E, phone call with T. Cumming, meeting with K&E			

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	Sam Gabor	2.90	920.00/hr	2,668.00
2023-11-02	Email exchange with S. Kroeger regarding RRSP contributions; Daniel R Hayhurst	0.20	1,595.00/hr	319.00
2023-11-02	Reviewing email correspondence from K&E re next steps in sales process; zoom call with T. Cumming, S. Gabor and K&E re same; further zoom call with T. Cumming and S. Gabor re same; internal emails with Gowling team re outstanding APA questions; Stephen Kroeger	2.10	580.00/hr	1,218.00
2023-11-02	Review of documents; Jonathan Ross	0.20	760.00/hr	152.00
2023-11-02	Review and follow up regarding request from F. Barnett re: employee severance/PTO; Elisa Scali	0.20	805.00/hr	161.00
2023-11-03	Reviewing email S. Kroeger on timing and ordering of closings; considering same; drafting email instructions X. Jiang regarding British Columbia and Ontario clearance certificate requirements; reviewing responses; further email exchanges X. Jiang; Michael Bussmann	0.60	1,320.00/hr	792.00
2023-11-03	Email correspondence regarding transfer taxes; Paul Carenza	1.20	1,430.00/hr	1,716.00
2023-11-03	Conference call with S. Gabor, S. Kroeger, M. Cheddi, P. Saini, C. Riglin, D. MacRae, N. Gillespie, A. Maerov; discussion with S. Gabor; Thomas S. Cumming	2.30	1,120.00/hr	2,576.00
2023-11-03	Prepare for meeting, meeting with A&M, McMillan, Gowling team on November 21 hearing items. Sam Gabor	1.90	920.00/hr	1,748.00
2023-11-03	Prepare court materials for November 21 hearing. Sam Gabor	1.30	920.00/hr	1,196.00
2023-11-03	Zoom call with Gowling team re upcoming application; preparation re the same; emails with Gowling team, A&M and McMillan; Natalie Gillespie	1.10	420.00/hr	462.00
2023-11-03	Researching processing time and application forms for getting clearance certificates from BC and Ontario; preparing email summary of findings for M. Bussmann's review; telephone call with BC Ministry of Finance Sales Tax information line to enquire processing time for clearance certificates from BC; reporting back to M. Bussmann;			

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	Xin Jiang	1.90	550.00/hr	1,045.00
2023-11-03	Preparation for and attendance at call with Gowling team, A&M and McMillan; emails to court; emails with Gowling team, A&M and McMillan;			
	Stephen Kroeger	3.40	580.00/hr	1,972.00
2023-11-04	Revise Affidavit of Raymond Li; start drafting of Brookfield affidavit and affidavit in support of other relief; review Brookfield APA; review declaration of E. Koza; review memorandum of Kirkland & Ellis;			
	Thomas S. Cumming	8.10	1,120.00/hr	9,072.00
2023-11-04	Draft application for November 21 hearing.			
	Sam Gabor	1.10	920.00/hr	1,012.00
2023-11-05	Review documents; discussion with S. Gabor; drafting affidavit; conference call with S. Gabor, S. Kroeger and N. Gillespie; work on affidavit;			
	Thomas S. Cumming	11.90	1,120.00/hr	13,328.00
2023-11-05	Prepare court materials for November 21 hearing.			
	Sam Gabor	5.50	920.00/hr	5,060.00
2023-11-05	Zoom call with Gowling team re upcoming application requirements and research; reviewing notes from the same;			
	Natalie Gillespie	0.70	420.00/hr	294.00
2023-11-05	Zoom call with Gowling team re upcoming application requirements and research; researching law re issues for brief; emails with K&E re outstanding questions; email to A&M re declarations and evidence;			
	Stephen Kroeger	5.90	580.00/hr	3,422.00
2023-11-05	Review and respond to S. Kroeger question on ability and consequences of converting an unlimited liability corporation to a limited liability corporation;			
	Andrew Wong	0.30	685.00/hr	205.50
2023-11-06	Drafting report J. Riddle regarding scope of commodity tax elections, clearance certificates and tax collection steps; reviewing pivot table with British Columbia assets A. Nigam; drafting assessment and recommendation T. Cumming and S. Gabor; reviewing email A. Nigam; reviewing scope of Vancouver assets; drafting email T. Cumming and S. Gabor regarding British Columbia provincial sales tax determination and next steps; reviewing email guidance S. Gabor; drafting email A. Nigam et al. describing requirement and proposal to engage Deloitte;			
	Michael Bussmann	2.00	1,320.00/hr	2,640.00
2023-11-06	Email with M. Bussmann, review executed APA re income tax elections;			

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	Paul Carenza	1.00	1,430.00/hr	1,430.00
2023-11-06	Email with T. Cumming re distribution of proceeds; Paul Carenza	0.50	1,430.00/hr	715.00
2023-11-06	Revise Order; discussion with S. Gabor; conference call with S. Gabor and N. Gillespie; email to Kirkland regarding withholding taxes and distributions; review confirmation order; Thomas S. Cumming	5.50	1,120.00/hr	6,160.00
2023-11-06	Continue drafting court materials for November 21 hearing, meeting with Gowling team, phone call with Information Officer. Sam Gabor	4.70	920.00/hr	4,324.00
2023-11-06	Continue drafting court orders. Sam Gabor	2.00	920.00/hr	1,840.00
2023-11-06	Zoom call with Gowling team re upcoming application deliverables and research; researching case law re tax benefits and reverse vesting orders; emails with Gowling team; Natalie Gillespie	5.20	420.00/hr	2,184.00
2023-11-06	Emails with K&E, Gowling Team and assistants re deliverables; call with N. Howard and D. McCrae re outstanding questions; researching law re brief questions; drafting brief; Stephen Kroeger	7.00	580.00/hr	4,060.00
2023-11-06	Written correspondence to E. Scali following an employment law related question received on November 2, 2023. Olivier Lamoureux	0.70	630.00/hr	441.00
2023-11-07	Email correspondence re potential RVO, withholding taxes, interposition of holding company, timing of relevant steps; Paul Carenza	2.50	1,430.00/hr	3,575.00
2023-11-07	Review plan; discussion with S. Gabor; review emails; Thomas S. Cumming	2.40	1,120.00/hr	2,688.00
2023-11-07	Continue drafting court orders and court materials, various emails to and from Gowling team, information officer and K&E. Sam Gabor	5.10	920.00/hr	4,692.00
2023-11-07	Emails to Gowling team; reviewing and updating service list; Natalie Gillespie	1.00	420.00/hr	420.00

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2023-11-07	Researching law re outstanding brief issues; reviewing apas and plan for brief; drafting brief; drafting application; multiple calls and emails with Gowling team; instructions re ppr searches; reviewing same; emails re same to S. Gabor; reviewing leases on box website; emails to A. Simioni re same; further drafting of brief of law and reviewing law for issues to be included; emails re employment offers following closing with McMillan and S. Gabor; emails with A. Wong re incorporation of new Alberta entity; reviewing assumption notice; multiple emails with K&E re proposed restructuring steps; Stephen Kroeger	9.20	580.00/hr	5,336.00
2023-11-07	Follow up re: severance and PTO balance issue; Elisa Scali	0.20	805.00/hr	161.00
2023-11-07	Email to E. Scali re: employment advice in respect of asset purchase between Cyxtera and Cologix; Arielle Sie-Mah	0.60	500.00/hr	300.00
2023-11-08	Email correspondence re reverse vesting order timing and return of capital Paul Carenza	1.40	1,430.00/hr	2,002.00
2023-11-08	Discussion with C. Prophet; discussion with S. Gabor; revise Canada Sale Order; conference call with N. Howard, S. Gabor and S. Kroeger; review plan; review declarations of Ronen Bojmel and Roger Meltzer; Thomas S. Cumming	6.60	1,120.00/hr	7,392.00
2023-11-08	Prepare incorporation checklist, emails from and to Gowling team regarding November 21 hearing items, phone call with T. Cumming, continue preparing court materials, meeting with N. Howard, reviewing and considering vesting order mechanics, email from A. Wong, prepare draft timeline email, review and revise timeline email. Sam Gabor	5.60	920.00/hr	5,152.00
2023-11-08	Review and revise court order, email to T. Cumming. Sam Gabor	2.20	920.00/hr	2,024.00
2023-11-08	Correspondences from and to, and telephone attendance with, J. Ross re APA matter; Elad Gafni	0.30	700.00/hr	210.00
2023-11-08	Preparing exhibits for affidavit; emails to and from Gowling team; Natalie Gillespie	1.30	420.00/hr	546.00
2023-11-08	Reviewing matters re: incorporation of new entity; attending to exchanging correspondence re: same; Zafar Jaffer	0.30	725.00/hr	217.50

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2023-11-08	Zoom call with N. Howard, T. Cumming and S. Gabor re vesting orders and upcoming application; multiple emails re same and strategy for orders; emails with B. Sheps and N. Gillespie re incorporating Alberta entity; drafting application materials and revising same per T. Cumming and S. Gabor instructions; revising orders; emails with McMillan re employment issues; emails with A&M re liquidation analysis and cure schedule; Stephen Kroeger	4.40	580.00/hr	2,552.00
2023-11-08	Consultation from T. Cumming re recognition order mechanisms and treatment of US Court findings; Cliff Prophet	0.80	1,375.00/hr	1,100.00
2023-11-08	Further follow up re: PTO balance transfer issue; Elisa Scali	0.30	805.00/hr	241.50
2023-11-08	Reviewing email of E. Scali re: vacation entitlements for British Columbia employees upon termination of employment; preparing email to E. Scali to respond re: same; Arielle Sie-Mah	0.70	500.00/hr	350.00
2023-11-08	Provide response to S. Gabor on documentation and corporate steps required for return of capital from Alberta ULC; Andrew Wong	0.40	685.00/hr	274.00
2023-11-09	Conference call with working group regarding debt and distribution of proceeds; Paul Carenza	1.20	1,430.00/hr	1,716.00
2023-11-09	Email with Xin Jiang regarding debt forgiveness; Paul Carenza	1.00	1,430.00/hr	1,430.00
2023-11-09	Call with B. Sheps, P. Carenza, S. Gabor, C. Della Rossa, J. Lazure, J-C Tisus Chalifour, A. Nigram, H. Xu, M. Chan and M. Boyle; revise affidavit to summarize plan; review draft orders; Thomas S. Cumming	9.80	1,120.00/hr	10,976.00
2023-11-09	Meeting with Deloitte, Gowling, K&E tax experts on repatriation of funds, reviewing and revising court materials, meeting with insolvency team. Sam Gabor	6.30	920.00/hr	5,796.00
2023-11-09	Preparing evidence for affidavit; preparing materials re RVO; Natalie Gillespie	2.70	420.00/hr	1,134.00
2023-11-09	Researching issues re application of debt forgiveness rules to guarantee; preparing email summary of findings for P. Carenza's review; Xin Jiang	2.50	550.00/hr	1,375.00

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2023-11-09	Zoom call with Gowling restructuring team re next steps; drafting application materials and revisions re same per S. Gabor instructions; reviewing affidavit and orders; emails to Gowling restructuring counsel re vesting provisions in other jurisdictions; phone call with A. Wong re same; emails with N. Gillespei and KCC re service of application materials; emails from S. Gabor re landlord request and email to K&E re same; further emails from T. Cumming re application plan; reviewing APA disclosure schedules; Stephen Kroeger	5.00	580.00/hr	2,900.00
2023-11-09	Review and consider issues re: Cologix transaction and potential severance obligations and PTO balance transfer issue; review of Confirmation Recognition Order; Elisa Scali	1.40	805.00/hr	1,127.00
2023-11-09	Call with T. Cumming, S. Gabor and others to discuss tax implications of Canadian APA; Braden A Sheps	1.00	775.00/hr	775.00
2023-11-10	Email correspondence regarding debt and repatriation of funds; Paul Carenza	1.60	1,430.00/hr	2,288.00
2023-11-10	Revise Orders; discussion with S. Gabor; further revisions to Orders; further revisions to orders; discussion with S. Gabor; Thomas S. Cumming	9.80	1,120.00/hr	10,976.00
2023-11-10	Review of draft vesting order and APA agreement; review of similar cases in other provinces; drafting/amending order to ensure compatability with Quebec legislation; Teams meeting with Stephen; verification of labor law provisions; review and obtain Registre des droits personnels et réels mobiliers results; Valerie Di Lena	3.40	525.00/hr	1,785.00
2023-11-10	Reviewing emails from A&M, Gowling team on November 21 hearing, reviewing and revising emails, numerous emails and phone call with T. Cumming. Sam Gabor	11.00	920.00/hr	10,120.00
2023-11-10	Correspondences from and to J. Ross re clean team; Elad Gafni	0.30	700.00/hr	210.00
2023-11-10	Preparing schedules re orders; emails to and from Gowling team re outstanding issues; Natalie Gillespie	3.30	420.00/hr	1,386.00
2023-11-10	Emails and zoom call with V. Di Lena; drafting brief of law; emails with E. Scali and J. Ross re order terms; drafting orders, application, affidavit and brief of law; researching law re certain issues; emails with K. Desjardins and L. Watt re file issues; instructions to document production and assistant re application materials; emails with A&M and McMillan re IO requests;			

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	Stephen Kroeger	5.80	580.00/hr	3,364.00
2023-11-10	Continue review of draft Confirmation Recognition Order re: employment related provisions; review and consider issue re: transfer of employee personal information and review and consider issue re: application of privacy laws; review and edit employment related provisions;			
	Elisa Scali	1.60	805.00/hr	1,288.00
2023-11-11	Email correspondence regarding outstanding debt;			
	Paul Carenza	0.20	1,430.00/hr	286.00
2023-11-11	Review and revise affidavit; further revisions to affidavit to include more marketing history;			
	Thomas S. Cumming	5.60	1,120.00/hr	6,272.00
2023-11-11	Email to S. Gabor re Quebec PMRRR inscriptions and alternatives re : discharges; creation of table listing PMRRR inscriptions to be discharged; Reception of confirmation recognition order and Cologix recognition order;			
	Valerie Di Lena	0.60	525.00/hr	315.00
2023-11-11	Continue preparing court materials			
	Sam Gabor	5.50	920.00/hr	5,060.00
2023-11-11	Preparing authorities re brief of law; receiving emails from Gowling team and A&M;			
	Natalie Gillespie	3.50	420.00/hr	1,470.00
2023-11-11	Receipt and review of emails from team; considering same; reviewing US court orders re same;			
	Stephen Kroeger	2.50	580.00/hr	1,450.00
2023-11-12	Review McMillan comments on orders and affidavit; conference call with S. Gabor, S. Kroeger and N. Gillespie; revise orders; review confirmation order for findings to be noted in Affidavit;			
	Thomas S. Cumming	3.00	1,120.00/hr	3,360.00
2023-11-12	Emails from and to T. Cumming, revising Court Orders, reviewing affidavit, reviewing bench brief, email to Gowling team, continue preparing court materials.			
	Sam Gabor	3.50	920.00/hr	3,220.00
2023-11-12	Zoom call with Gowling team re outstanding issues; updating service list; sending email to Gowling team re affidavit exhibits;			
	Natalie Gillespie	2.60	420.00/hr	1,092.00
2023-11-12	Zoom call with Calgary Restructuring team; emails re outstanding issues; drafting			

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	application materials; considering and researching legal issues related to same; Stephen Kroeger	7.40	580.00/hr	4,292.00
2023-11-13	Review and revise Affidavit; review draft Canadian Orders; discussion with S. Kroeger; multiple discussions with S. Gabor; revise Affidavit; revise Cologix Order to address timing issues; Thomas S. Cumming	12.20	1,120.00/hr	13,664.00
2023-11-13	Meeting with Gowling team on Quebec order, meeting with S. Kroeger, email to B Sheps, continue drafting court materials, review and revising information officers' report, draft Quebec orders, continue drafting orders, review and revise affidavit, numerous internal emails with Gowling team and K&E, reviewing and revising affidavit. Sam Gabor	12.70	920.00/hr	11,684.00
2023-11-13	Emails to and from Gowling team re affidavit; reviewing emails from K&E re orders; Natalie Gillespie	1.00	420.00/hr	420.00
2023-11-13	Drafting application materials and zoom calls re same with Gowlings team; reviewing Quebec order; multiple emails to K&E team re outstanding deliverables; further edits to application materials; preparation of court items; email to KCC re service; multiple emails to A&M/McMillan re report and other issues; emails with N. Gillespie re brief and affidavit items; reviewing and analyzing objections received; further emails with K&E teams re RVO and objection issues; emails with AlixPartners re schedules to APAs; call with T. Cumming re same; further emails with K&E team and response to same; Stephen Kroeger	10.00	580.00/hr	5,800.00
2023-11-14	Review and revise Confirmation Recognition Order and Cologix Recognition Order; revise Affidavit; discussions with S. Kroeger; discussion with S. Gabor; review and revise letter to Justice Nixon; review additional documents; review documentation filed in the Chapter 11 Proceedings; Thomas S. Cumming	9.90	1,120.00/hr	11,088.00
2023-11-14	Reviewing and revising affidavit, reviewing and revising orders, emails and phone calls with K&E and T. Cumming regarding same, reviewing and revising application, emails to counsel for purchasers, lenders, K&E regarding application materials, email from and to Cologix., phone call with T. Cumming, reviewing Cologix letter to A&M Sam Gabor	6.60	920.00/hr	6,072.00
2023-11-14	Preparing affidavit evidence; emails to and from Gowling team; emails from K&E; Natalie Gillespie	4.20	420.00/hr	1,764.00
2023-11-14	Written correspondence to S. Kroeger. Olivier Lamoureux	0.30	630.00/hr	189.00

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Total Fees for Professional Services	<u>\$442,754.50</u>
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DISBURSEMENTS

Taxable Costs

Corporate Searches - Taxable	\$57.00
Registered Mail	\$136.65
Total Taxable Disbursements	<u>\$193.65</u>

Non-Taxable Costs

Corporate Searches - Agency	\$75.27
Total Non-Taxable Disbursements	<u>\$75.27</u>

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Remittance Copy

Client: 231148 Cyxtera Communications Canada ULC
Matter: A171290
RE: Canadian restructuring matters
Amount Due: \$465,170.83 CAD

PAYMENT BY CHEQUE:

Please return this page with your payment payable to Gowling WLG (Canada) LLP

Remit to: Gowling WLG (Canada) LLP
PO Box 466, STN D
Ottawa, ON K1P 1C3
Canada

PAYMENT BY WIRE TRANSFER:

Pay by Swift MT 103 Direct to:
SWIFTCODE:

CIBCCATT

BENEFICIARY BANK:

Canadian Imperial Bank of Commerce
84 Bank Street, Ottawa, ON K1P 5N4

TRANSIT NUMBER:

0010-00186

BENEFICIARY ACCOUNT NAME:

Gowling WLG (Canada) LLP
160 Elgin Street, Suite 2600, Ottawa ,ON K1P 1C3

BENEFICIARY ACCOUNT NUMBER(S):

CDN Account: 41-02916
USD Account: 02-21015

US Corresponding Bank for US Dollar wires:

Wells Fargo Bank, N.A. BIC: PNBPU3NNYC - ABA:026005092

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payments.ca@gowlingwlg.com