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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
CYXTERA TECHNOLOGIES, INC., *et al*.,	Case No. 23-14853 (JKS)
Debtors. [1]	(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:

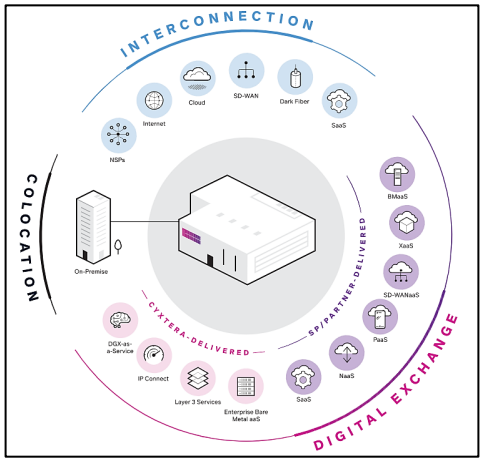
- **Part I** provides a general overview of the Debtors' business operations and services and organizational history;
- **Part II** provides an overview of the Debtors' prepetition organizational and capital structure;
- **Part III** describes the circumstances leading to these chapter 11 cases; and

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

I. Cyxtera's Business and History.

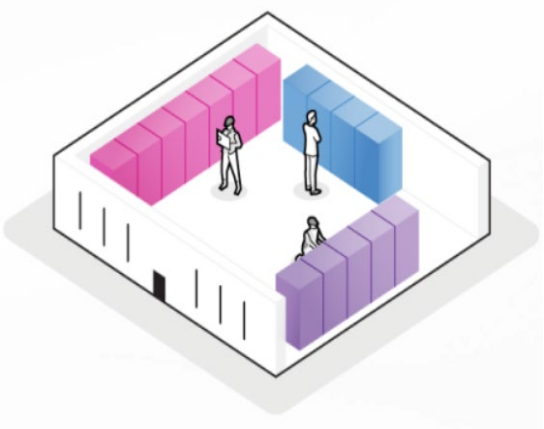
A. Cyxtera's Business Operations and Services.

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.

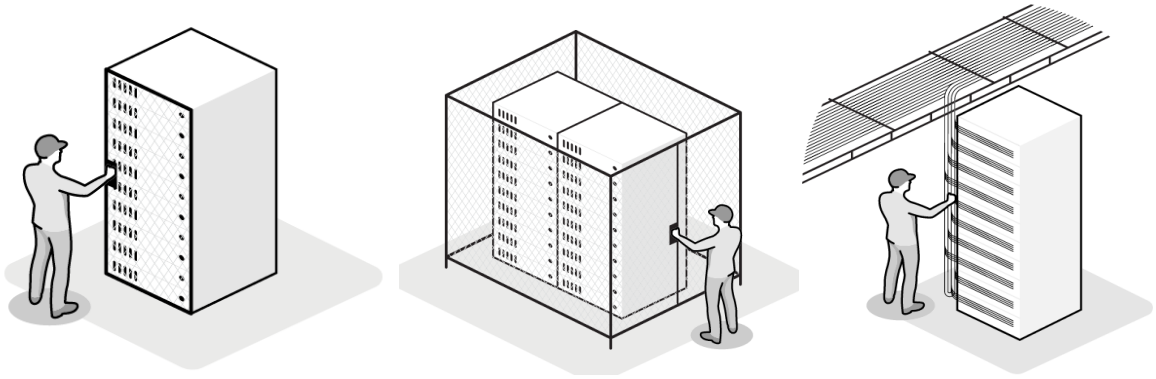


1. The Company's Products and Services.

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.

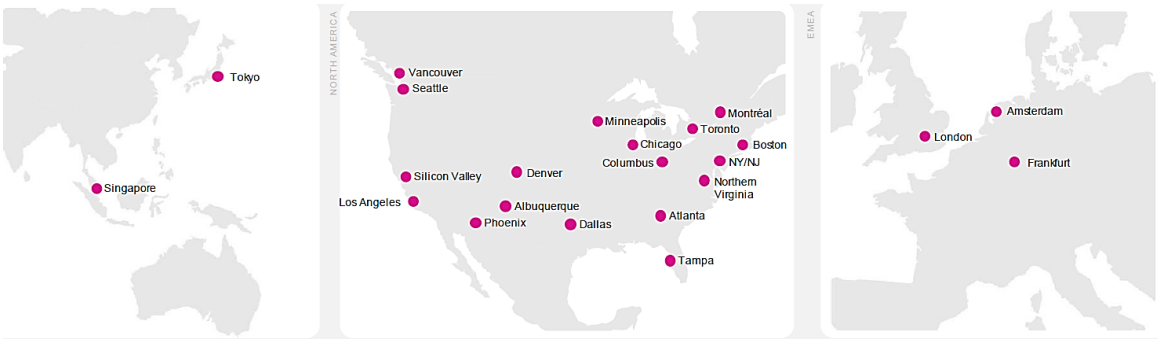
18. *Enterprise Bare Metal*. (1 percent of revenue in 2022). For customers that do not own their own servers and other information technology equipment, Cyxtera Enterprise Bare Metal provides customers with on-demand access to Cyxtera-owned servers and information technology infrastructure that allows 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.

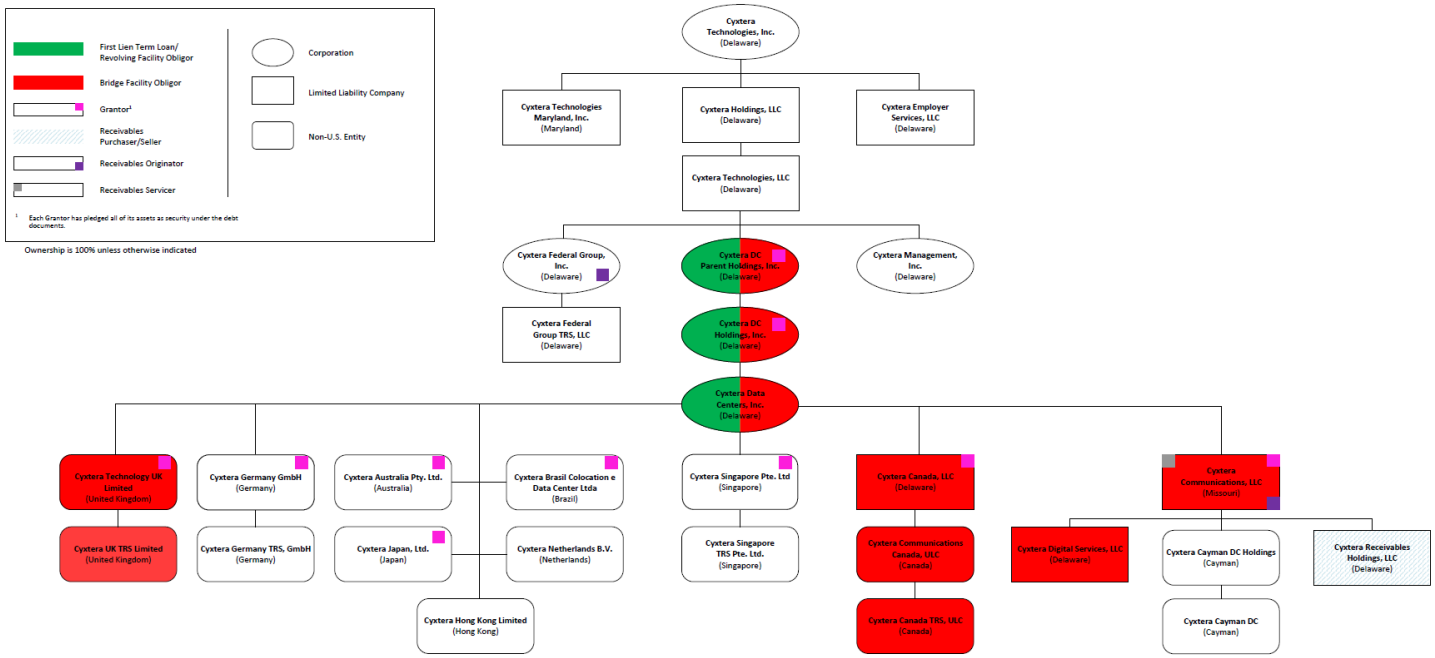
28. Since the de-SPAC, Cyxtera has continued to grow its business. Throughout 2021 and 2022, Cyxtera announced various strategic industry partnerships to help expand its services.

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
Total Funded Debt Obligations:		***$1,011.5 million***	***$8.3 million***	***$1,019.9 million***

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.

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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

Exhibit A

The Debtors

1. Cyxtera Management, Inc.
2. Cyxtera Netherlands B.V.
3. Cyxtera Communications, LLC
4. Cyxtera Data Centers, Inc.
5. Cyxtera DC Holdings, Inc.
6. Cyxtera DC Parent Holdings, Inc.
7. Cyxtera Technologies, Inc.
8. Cyxtera Federal Group, Inc.
9. Cyxtera Canada TRS, ULC
10. Cyxtera Canada, LLC
11. Cyxtera Communications Canada, ULC
12. Cyxtera Digital Services, LLC
13. Cyxtera Technologies Maryland, Inc.
14. Cyxtera Holdings, LLC
15. Cyxtera Employer Services LLC
16. Cyxtera Technologies, LLC

Exhibit B

Restructuring Support Agreement

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,

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[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 any 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):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
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.

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[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	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. 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. This Term Sheet contemplates a restructuring in two potential phases: 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 *bona fide* 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. 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.
Current Indebtedness	The Company is subject to the following prepetition obligations: • **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,

	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***"); • **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	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. 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

	Consenting Term Lenders, work expeditiously to consummate the transaction contemplated thereby (the "***Winning Transaction***").
First Lien Credit Agreement Amendment	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. The First Lien Credit Agreement Amendment shall close concurrently with the Bridge Facility.
Bridge Financing	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: • Timing: 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. • Participation: At the election of the Required Consenting Term Lenders, participation may be made available to all holders of First Lien Claims on a *pro rata* 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. • Maturity: Coterminous with the existing maturity date of the Term Loan Facility. • Interest: SOFR *plus* 500 bps. • Backstop Fee: 600 bps, payable in cash at closing pro rata to the Backstop Parties. • Commitment Fee: 300 bps, payable in cash at closing pro rata to the Bridge Facility Lenders, including, for the avoidance of doubt, the Backstop Parties. • Priority: The Bridge Facility shall be senior in right of payment to the Term Loan Facility and shall be secured by a *pari passu* lien on all collateral securing the Term Loan Facility (the "***Bridge Financing Liens***").

	• Collateral: 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. • Covenants: 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. • Rating Requirement. The Company shall use commercially reasonable efforts to obtain a rating for the Bridge Facility from each of Moody's and S&P.
Staple Financing[2]	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 "***Staple Financing Facility***" and the loans advanced pursuant thereto, the "***Staple Financing Loans***"): • Lenders: The Term Loan Lenders. • Principal Amount: No greater than $600 million. • Priority/Collateral: 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 "***Additional Guarantors***") shall also provide additional guarantees for the benefit of the Staple Financing Facility. • Loan Parties: All Loan Parties and Guarantors, plus the Additional Guarantors • Interest: The Staple Financing Loans shall bear interest (such interest, the "***Staple Interest***") at a rate equal to (a) if the Company achieves the Staple Rating Requirement, SOFR *plus* 500bps *plus* a credit spread adjustment of 0.26161%; or (b) if the Company fails to achieve the Staple Rating Requirement, SOFR *plus* 550bps *plus* 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***").

	the Company and the balance shall be payable in cash. In any event, the Staple interest shall be paid quarterly. • OID: 1.5 percent • Amortization: The Staple Financing Loans shall amortize at 1 percent per annum, paid in quarterly installments. • Maturity: Five years from the effective date of the Staple Financing Effective Date. • Call Protection: 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. • Covenants: 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. • Rating Requirement. 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 "***Staple Rating Requirement***").
Treatment of Claims and Interests	The Company's balance sheet shall be unaffected by the Sale Transaction except as otherwise set forth below: • Revolving Credit Facility: 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. • Bridge Facility: 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. • Term Loan Facility: Following the Sale Closing Date (if the Sale Transaction closes out of court), unless otherwise agreed to by the Required Consenting

	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. • Existing Common Stock: Following the Sale Closing Date (if the Sale Transaction closes out of court), holders of the Existing Common Stock shall receive (i) their *pro rata* share of the Sale Equity Distribution and (ii) their *pro rata* share of the Excess Equity Recovery, if applicable; *provided* 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	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 "***Toggle Trigger Event***"): i. any Out-of-Court Milestone is breached; ii. no Acceptable IOI is received by the IOI Deadline; iii. no Acceptable Bid is received by the Final Bid Deadline; iv. 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 v. the Marketing Process is terminated. 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.
DIP Financing	Pursuant to the Recapitalization Transaction, the Company shall seek approval of a non-amortizing, super-senior secured debtor-in-possession financing facility (the "***DIP Facility***," the loans advanced thereunder, the "***DIP Loans***," and the lenders thereunder, the "***DIP Lenders***") subject to a competitive marketing process. 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 *pro rata* 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

	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. 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 *pari passu* 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.
Exit Financing	On the Plan Effective Date, the reorganized Company (the "***Reorganized Cyxtera***") shall enter into the following Exit Facilities: (i) a senior secured, first lien "first-out" term loan facility (the "***First-Out Take-Back Debt Facility***"), and (ii) a senior secured, first lien "second-out" term loan facility (the "***Second-Out Take-Back Debt Facility***" and, together with the First-Out Take-Back Debt Facility, the "***Exit Facilities***"). 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. 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.

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 *pro rata* 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 "***Administrative Claim***"), 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	**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). **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 *pro rata* 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	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	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: (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 (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.	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	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: (A) in the event the Recapitalization Transaction is consummated through Pre-Packaged Chapter 11 Cases, its *pro rata* 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 *pro rata* basis (the "***Equity Recovery Pool***"). The Equity Recovery Pool shall be in a form acceptable to the Required Consenting Term Lenders; or (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.	Impaired / Entitled to Vote or Impaired / Deemed to Reject
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	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. Allowed claims arising from the rejection of any of the Company's executory contracts and unexpired leases shall be classified as General Unsecured Claims. Cyxtera shall seek to reject such leases as may be determined by the Company with the consent of the Required Consenting Term Lenders.	

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	
"Acceptable IOI"	means an IOI that contemplates an Acceptable Transaction.
"***Acceptable Transaction***"	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.
"***AHG***"	means an ad hoc group of certain holders of Term Loan Claims represented by Gibson, Dunn & Crutcher LLP and Houlihan Lokey Capital, Inc.
"***Bridge Facility Claims***"	means claims arising on account of the Bridge Facility Loans.
"***Bridge Facility Loans***"	means loans issued pursuant to the Bridge Facility.
"***DIP Claims***"	means claims arising on account of a DIP Loan.
"***Equity Plan Recovery Amount***"	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.
"***Equity Recovery Cash Component***"	means an amount of cash equal to the Equity Plan Recovery Amount *less* the value of the Equity Recovery Stock Component.
"Equity Recovery Stock Component"	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.
"***Excess Equity Recovery***"	means 0.925 *multiplied* by the amount by which Net Sale Proceeds exceed the Par Plus Value.
"***Excess Term Loan Recovery***"	means 0.075 *multiplied* by the amount by which Net Sale Proceeds exceed the Par Plus Value.
"Liability Management Protections"	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.
"Loan Parties"	has the meaning set forth in the First Lien Credit Agreement.

"Minimum Equity Value"	means an amount no less than $30 million, *provided* 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. 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.
"***Minimum Required Liquidity***"	means, as of the Sale Closing Date, liquidity in an amount acceptable to the Required Consenting Term Lenders.
"***Minimum Sale Proceeds Requirement***"	means Net Sale Proceeds in an amount equal to Par Plus Value.
"***Net Sale Proceeds***"	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) *less* the sum of: (i) all fees and expenses incurred in connection with the Winning Transaction and (ii) Minimum Equity Value.
"New Common Stock"	means, a single class of common equity interests issued by Reorganized Cyxtera on the Plan Effective Date.
"***Par Plus Recovery***"	means value no less than the Par Plus Value.
"***Par Plus Value***"	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.
"***Plan Effective Date***"	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.
"***Plan Equity Value***"	means the equity value of Reorganized Cyxtera as of the Plan Effective Date, calculated in accordance with generally accepted accounting principles
"***Pre-Packaged Chapter 11 Cases***"	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.
"***Pro Rata***"	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.
"***Required Consenting Term Lenders***"	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.
"***Sale Enterprise Value***"	means the *pro forma* enterprise value of the Company following consummation of the Winning Transaction, calculated in accordance with generally accepted accounting principles, *excluding* any liabilities arising in connection with Leases that are capital leases.
"***Sale Equity Distribution***"	means value no less than the Minimum Equity Value in a form to be determined by the Required Consenting Term Lenders.
"***Standalone Enterprise Value***"	means the enterprise value of Reorganized Cyxtera as of the Plan Effective Date, calculated in accordance with generally accepted accounting principles, *excluding* any liabilities arising in connection with Leases that are capital leases.
"***Staple Financing Credit Agreement***"	means the credit agreement governing the terms of the Staple Financing Facility.
"***Staple Financing Effective Date***"	means the effective date of the Staple Financing Credit Agreement.
"***Term Loan Lenders***"	means the lenders under the Term Loan Facility.
"***Toggle Date***"	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.
"***Unencumbered Assets***"	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):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
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 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):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
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

Evidentiary Support for First Day Motions[10]

[10] Capitalized terms used but not defined herein have the meaning ascribed to them in the applicable First Day Motion.

I. 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 "Cash Management Motion").

58. The Debtors seek entry of interim and final orders: (a) authorizing 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, and (b) granting related relief.

59. In the ordinary course of business, the Company operates a complex Cash Management System. The Company uses the Cash Management System to collect, transfer, and disburse funds, and to facilitate cash monitoring, forecasting, and reporting. The Company's treasury department maintains daily oversight of the Cash Management System and implements cash management controls for accepting, processing, and releasing funds, including in connection with any Intercompany Transactions. The Company's accounting department regularly reconciles Cyxtera's books and records to ensure that all transfers are accounted for properly.

60. The Cash Management System is similar to those commonly employed by businesses comparable in size and scale to the Company to help control funds, ensure cash availability for each entity, and reduce administrative expenses by facilitating the movement of funds among multiple entities. The Company estimates that its cash receipt collections averaged approximately $65 million per month in the twelve months prior to the Petition Date. In addition, the Company estimates that total disbursements to third parties averaged approximately $55 million per month in the twelve months prior to the Petition Date.

61. As of the Petition Date, the Company's Cash Management System is composed of thirty-four Bank Accounts. Of those Bank Accounts, fifteen are Debtor Bank Accounts, four are

owned and controlled by non-Debtor affiliate Cyxtera Receivables Holdings, and the other fifteen are Non-Debtor Foreign Bank Accounts that are direct and indirect subsidiaries of the Debtors. The Debtor Bank Accounts include seven accounts maintained at BoA and eight accounts maintained at Citibank.

62. The Debtor Bank Accounts consist of (a) five Concentration Accounts, (b) three Payroll Accounts, (c) two Disbursement Accounts, (d) four Foreign Bank Accounts, and (e) the Adequate Assurance Account. The Debtors maintain the Primary Concentration Account and four secondary Concentration Accounts. All of the domestic Debtors' revenue is received directly into the Receivables Accounts maintained by non-Debtor affiliate Cyxtera Receivables Holdings by way of check, wire transfer, and/or electronic fund transfer. This revenue is then automatically transferred on a daily basis to the Receivables Program Cash Collateral Account maintained by Cyxtera Receivables Holdings with PNC Bank and is manually pushed from the Receivables Program Cash Collateral Account to the Primary Concentration Account via ordinary course Intercompany Transactions on a daily basis to the extent permitted by the Receivables Program. Generally, funds are then transferred from the Primary Concentration Account to the other Debtor Bank Accounts on an as needed basis to make disbursements and support the Debtors' operations. The Receivables Accounts also play a key role in the Receivables Program, as described in greater detail herein.

63. The Foreign Bank Accounts and the Non-Debtor Foreign Bank Accounts, all but one of which are maintained at banks headquartered in the United States,[11] are used to fund the Company's operations in Europe, Canada, South America, Australia, and Asia Pacific. The foreign-based Debtors and non-Debtor affiliates generate cash from local operations, which is then

[11] Mizuho, headquartered in Japan, maintains one Non-Debtor Foreign Bank Account.

collected into the Foreign Bank Accounts and Non-Debtor Foreign Bank Accounts, as applicable. This cash is then used to fund each foreign-based Debtor and non-Debtor affiliates' business operations. The vast majority of the foreign-based Debtors and non-Debtor affiliates are cash positive and maintain their own operations without the need for regular additional funding. On the occasion when cash from the domestic-based Debtors is needed to fund a foreign-based Debtor or non-Debtor affiliate, the Debtors will make an ordinary course transfer from the Concentration Accounts to the applicable Foreign Bank Account or Non-Debtor Foreign Bank Account. Conversely, excess cash generated from the business operations of the foreign-based Debtors and non-Debtor affiliates is also occasionally repatriated back to the Concentration Accounts from the applicable Foreign Bank Accounts and Non-Debtor Foreign Bank Account to help fund domestic business operations. While uncommon, I understand that these transfers are an integral part of Cyxtera's Cash Management System and allow Cyxtera to support its global operations when necessary.

64. The Debtors' cash on-hand is largely comprised of proceeds from the Debtors' ongoing business operations. As of the Petition Date, the aggregate balance of funds held in the Debtor Bank Accounts is approximately $40.7 million.

65. The banks where the Debtor Bank Accounts are maintained—the Cash Management Banks—are Authorized Depositories or foreign affiliates of Authorized Depositories under the U.S. Trustee Guidelines. Likewise, most of the Debtor Bank Accounts are insured by the FDIC. The remaining Debtor Bank Accounts are the Foreign Bank Accounts. I understand that BoA's foreign affiliates are well-capitalized, financially stable, and reputable institutions. Further, I believe that relocating the Foreign Bank Accounts to U.S.-only accounts could have potentially significant tax or regulatory impacts.

66. ***Business Forms and Books and Records.*** As part of the Cash Management System, the Debtors use a variety of Business Forms in the ordinary course of business. The Debtors also maintain Books and Records to document their financial results and a wide array of operating information.

67. ***Bank Fees.*** In the ordinary course of business, the Debtors incur Bank Fees in connection with maintenance of the Cash Management System. The Debtors incur approximately $50,000 in the aggregate in Bank Fees each month under the Cash Management System to maintain the Debtor Bank Accounts. The Debtors estimate that they owe approximately $50,000 total in prepetition Bank Fees as of the Petition Date.

68. ***The Receivables Program.*** In addition to the Debtor Bank Accounts, as of the Petition Date, the Cash Management System also includes two Receivables Accounts held by non-Debtor affiliate Cyxtera Receivables Holdings[12] at BoA, which are used in connection with the Debtors' Receivables Program. As part of the Receivables Programs, the Receivables Accounts collect receipts on account of Receivables generated by Debtors Cyxtera Communications and Cyxtera Federal Group that are sold to Cyxtera Receivables Holdings.

69. Cyxtera Receivables Holdings also maintains the Receivables Program Cash Collateral Account, which is associated with the Receivables Program. Funds received in the two Receivables Accounts are automatically transferred daily to the Receivables Program Cash Collateral Account. Funds in the Receivables Program Cash Collateral Account are used to make payments from time to time due under the Receivables Program. Subject to satisfaction of the relevant conditions precedent under the Receivables Program, on a daily basis, excess available

[12] Cyxtera Receivables Holdings is a bankruptcy-remote special purpose entity under Delaware law.

funds on deposit in the Receivables Program Cash Collateral Account are manually swept into the Primary Concentration Account via an ordinary course Intercompany Transaction.

70. Additionally, Cyxtera Receivables Holdings makes Receivables Program Fee payments to PNC Bank through the Receivables Program Cash Collateral Account maintained by Cyxtera Receivables Holdings or the Primary Disbursement Account maintained by Debtor Cyxtera Communications. Further, as security under the Receivables Program, PNC Bank, Cyxtera Receivables Holdings and one or more Debtors entered into Deposit Account Control Agreements with respect to the Receivables Accounts and the Receivables Program Cash Collateral Account.

71. ***Credit Card Program.*** As part of the Cash Management System, Cyxtera provides certain employees with access to Travel Cards and P-Cards issued by American Express as part of its Amex Credit Card Program. The Amex Credit Cards issued under the Amex Credit Card Program are used to cover certain approved air travel expenses, non-air travel expenses, such as hotel stays and meals, and other miscellaneous expenses. Cyxtera Communications, Cyxtera Federal, Cyxtera Management, and Cyxtera Technologies, Inc., pay the balances accrued on the Amex Credit Cards directly for approved charges made by their respective employees through the applicable Disbursement Account or Concentration Account. Employees receive monthly billing statements that reflect the payments these entities made on their behalf. For any expenses not approved by these entities, the employees are responsible for paying the accrued balances on the Amex Credit Cards directly. Cyxtera also maintains the Legacy Credit Card Program, which provides Cyxtera's employees with the Legacy Credit Cards. The Legacy Credit Card Program combines the features of a corporate credit card with a P-Card and is maintained solely for the benefit of international employees who would otherwise have problems using the Amex Credit

Card Program due to their location or need to make international purchases. All obligations incurred under the Legacy Credit Card Program on account of foreign-based employees at Debtors Cyxtera Netherlands, Cyxtera Canada Communications, ULC, Cyxtera Canada TRS, ULC, and, the Debtors' foreign-based non-Debtor affiliates are paid by Debtor Cyxtera Management through the Management Disbursement Account.

72. The Debtors incur approximately $200,000 each month under the Cash Management System to maintain the Credit Card Programs, approximately $180,000 of which is on account of the Amex Credit Card Program and approximately $20,000 of which is on account of the Legacy Credit Card Program. The Debtors estimate that they owe approximately $120,000 in prepetition obligations related to the Credit Card Programs as of the Petition Date, approximately $100,000 of which is on account of the Amex Credit Card Program and approximately $20,000 of which is on account of the Legacy Credit Card Program.

73. ***Intercompany Transactions.*** As explained above, the Company operates as a global enterprise, and thus, in the ordinary course of business, the Debtors maintain and engage in Intercompany Transactions with each other and their non-Debtor affiliates resulting in Intercompany Balances. The Debtors generally account for and record all Intercompany Transactions and Intercompany Balances in their centralized accounting system, the results of which are recorded on the Debtors' balance sheets and regularly reconciled.

74. The vast majority of the foreign-based non-Debtor affiliates are cash positive and maintain their operations without the need for regular additional funding from the Debtors. On the occasion when cash is needed to fund a foreign-based non-Debtor affiliate, the domestic-based Debtors will make an ordinary course transfer from a Concentration Account to the applicable Non-Debtor Foreign Bank Account to cover business operations and costs such as employee

payroll, payments to vendors, and benefits and expenses incurred by the international offices, including rent, utilities, and similar operational costs. In the past twelve months, the domestic-based Debtors remitted an aggregate amount of approximately $18 million to the foreign-based Debtors and non-Debtor affiliates. Conversely, excess cash generated from the business operations of the foreign-based Debtors and non-Debtor affiliates is also occasionally repatriated back to the Concentration Accounts maintained by the domestic-based Debtors to help fund domestic business operations. In the past twelve months, the domestic Debtors received an aggregate amount of approximately $7 million from foreign-based Debtors and non-Debtor affiliates due to excess cash from foreign operations.

75. As explained above, the Debtors also maintain the Legacy Credit Card Program, which is used by both the foreign Debtors and non-Debtor foreign affiliates. Debtor Cyxtera Management is directly responsible for paying down all liabilities incurred by both the foreign Debtors and the foreign-based non-Debtor affiliates under the Legacy Credit Card Program. Cyxtera Management makes these payments out of the Management Disbursement Account, resulting in Intercompany Balances between Cyxtera Management and the applicable foreign-based non-Debtor affiliates.

76. The Debtors regularly engage in Intercompany Transactions in the ordinary course related to Debtor Cyxtera Netherlands. Cyxtera Netherlands does not maintain any Bank Accounts due to its small operational footprint. Instead, all customer receipts generated by Cyxtera Netherlands are deposited directly into the Shared Operations Account. All of these funds are then transferred from the Shared Operations Account to the Primary Concentration Account maintained by Debtor Cyxtera Communications via an Intercompany Transaction on at least a weekly basis and are converted into U.S. dollars. Due to Cyxtera Netherlands' small operational footprint, these

Intercompany Transactions involve minimal amounts of cash and are simple for the Debtors to ascertain, trace, and account for.

77. The Debtors also regularly engage in Intercompany Transactions with non-Debtor affiliate Cyxtera Receivables Holdings in the ordinary course of business as part of the Cash Management System. Most notably, as part of the Receivables Program described above, Debtor Cyxtera Communications and non-Debtor affiliate Cyxtera Receivables Holdings engage in ordinary course Intercompany Transactions involving the transfer of Receivables and cash between the Receivables Accounts and the Receivables Program Cash Collateral Account (each of which is held by Cyxtera Receivables Holdings and pledged to PNC Bank as collateral for the Receivables Program) and the Primary Concentration Account, as well due to payments on account of the Receivables Program Fees from the Primary Disbursement Account. In addition to its role in the Receivables Program, the Receivables Accounts are also maintained for the collection of all other revenue generated by the domestic Debtors' business operations. This revenue is automatically transferred on a daily basis to the Receivables Program Cash Collateral Account. Funds in the Receivables Program Cash Collateral Account are used to make payments from time to time due under the Receivables Program. Subject to satisfaction of the relevant conditions precedent under the Receivables Program, excess available funds on deposit in the Receivables Program Cash Collateral Account are manually swept to the Primary Concentration Account maintained by Debtor Cyxtera Communications on a daily basis via ordinary course Intercompany Transactions.

78. I believe that the Debtors' continuation of the Cash Management System, including the continued use of the Bank Accounts, the payment of Bank Fees, the continuation of the Credit Card Program, the continued use of their existing Business Forms and Books and Records, the

continued operation of the Receivables Program, and the continuation of Intercompany Transactions, is vital to the Debtors' ability to operate effectively in these chapter 11 cases. Due to the complexity of the Cash Management System and the interconnected nature of the Debtors' operations, I believe that any delay in granting the relief requested in the Cash Management Motion would severely disrupt the Debtors' operations at this critical juncture, imperil the Debtors' restructuring, and irreparably jeopardize the Debtors' ability to maximize the value of their estates for the benefit of all stakeholders.

79. I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I submit that the Cash Management Motion should be approved.

II. Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as to the Petition Date (the "KCC 156(c) Retention Application").

80. Pursuant to the KCC 156(c) Retention Application, the Debtors seek entry of an order appointing KCC as Claims and Noticing Agent in the Debtors' chapter 11 cases effective as of the Petition Date. As the Claims and Noticing, Agent, KCC would assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' chapter 11 cases.

81. Based on my discussions with the Debtors' advisors, I believe that the Debtors' selection of KCC to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of the estates. Moreover, it is my understanding, based on all engagement proposals obtained and reviewed, that KCC's rates are competitive and reasonable given KCC's quality of services and expertise.

82. I believe that the appointment of a claims and noticing agent is in the best interests of the Debtors' estates and their creditors because the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court for the District of New Jersey will be relieved of the administrative burden of processing any such claims. Accordingly, on behalf of the Debtors, I believe that the Court should approve the KCC 156(c) Retention Application.

III. Debtors' Motion for Entry of Interim and Final Orders(I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock and (II) Granting Related Relief (the "NOL Motion").

83. Pursuant to the NOL Motion, the Debtors seek entry of interim and final orders (a) approving certain Procedures, related to certain transfers of, or declarations of worthlessness with respect to, Debtor Cyxtera Technologies, Inc.'s Common Stock, (b) directing that any purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock in violation of the Procedures shall be null and void *ab initio*, and (c) granting related relief.

84. The Debtors currently estimate that, as of December 31, 2022, they had approximately $300.8 million of federal NOLs, approximately $232 million of 163(j) Carryforwards, and certain other tax attributes (collectively, the "Tax Attributes").[13] The Debtors may generate additional Tax Attributes in the current tax year, including during the pendency of these chapter 11 cases. I believe that the Tax Attributes are potentially of significant value to the Debtors and their estates because the Tax Attributes may offset future federal taxable income or federal tax liability in future years. In addition, I understand that the Debtors may utilize such Tax Attributes to offset any taxable income generated by transactions consummated during

[13] Amounts are estimates and are subject to change.

these chapter 11 cases. Accordingly, I believe that the value of the Tax Attributes will inure to the benefit of all of the Debtors' stakeholders.

85. As of the Petition Date, approximately 75 percent of Cyxtera Technologies, Inc.'s equity interests are held by Cyxtera Technologies, Inc.'s top five equity holders, with the vast majority of the remainder held by various institutional investors. A limited number of the Debtors' current and former employees hold equity interests as well.

86. To maximize the use of the Tax Attributes and enhance recoveries for the Debtors' stakeholders, I understand that the Debtors seek limited relief that will enable them to closely monitor certain transfers of Beneficial Ownership of Common Stock and certain worthless stock deductions with respect to Beneficial Ownership of Common Stock so as to be in a position to act expeditiously to prevent such transfers or worthlessness deductions, if necessary, with the purpose of preserving the Tax Attributes. I believe that by establishing and implementing such Procedures, the Debtors will be in a position to object to "ownership changes" that threaten their ability to preserve the value of their Tax Attributes for the benefit of the estates.

87. I believe that the relief requested in the NOL Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to effectively operate their businesses during these chapter 11 cases. Accordingly, on behalf of the Debtors, I submit that the NOL Motion should be approved.

IV. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Taxes and Fees, and (II) Granting Related Relief (the "Taxes Motion").

88. Pursuant to the Taxes Motion, the Debtors seek entry of interim and final orders (a) authorizing the Debtors to (i) negotiate, remit, and pay (or use tax credits to offset) Taxes and Fees (as defined below) in the ordinary course of business that are payable or become payable during these chapter 11 cases (including any obligations subsequently determined upon audit or otherwise

to be owed for periods prior to, including, or following the Petition Date) and (ii) undertake the Tax Planning Activities and (b) granting related relief.

89. In the ordinary course of business, I understand that the Debtors collect, withhold, and incur Taxes and Fees. The Debtors pay or remit, as applicable, Taxes and Fees to various Authorities, either (a) Direct Taxes and Fees or (b) Indirect Taxes and Fees on a monthly, quarterly, annual, or other periodic basis depending on the nature and incurrence of a particular Tax or Fee and as required by applicable laws and regulations. I also understand that the Debtors generally pay and remit Taxes and Fees through checks and electronic transfers that are processed through their banks and other financial institutions or service providers.

90. I understand that from time to time, the Debtors may also receive tax credits for overpayments or refunds in respect of Taxes or Fees. The Debtors generally use these credits in the ordinary course of business to offset against future Taxes or Fees or have the amount of such credits refunded to the Debtors.

91. The Indirect Taxes and Fees include obligations related to Sales and Use Taxes and Property Taxes that are paid in the ordinary course on the Debtors' behalf by Debtors' third-party tax consultant Ryan. To pay the applicable Indirect Taxes and Fees, Ryan sends the Debtors a funding request for the exact amount of the applicable Indirect Tax and Fees to be transmitted, which Ryan then remits to the applicable Authorities once the funds are received from the Debtors. I also understand that, in some instances, Ryan negotiates with certain of the Authorities to reduce property tax valuations, and thereby the amounts of certain Indirect Taxes and Fees due and owing by the Debtors.

92. Additionally, I understand that the Debtors are subject to, or may become subject to, routine Audits during these chapter 11 cases. Such Audits may result in Assessments against the Debtors.

93. I believe that any failure by the Debtors to pay Taxes and Fees could materially disrupt the Debtors' business operations in several ways, including (but not limited to): (a) the initiation of Audits by the Authorities, which I believe would unnecessarily divert the Debtors' attention from these chapter 11 cases; (b) the suspension of the Debtors' operations, the filing of liens, the lifting of the automatic stay, and/or the pursuit of other remedies that I believe will harm the Debtors' estates by the Authorities; and (c) in certain instances, the subjection of Debtors' directors and officers to claims of personal liability, which I believe would distract those key individuals from their duties related to the Debtors' restructuring. I understand that Taxes and Fees not timely paid as required by law may result in fines and penalties, the accrual of interest, or both. I also understand that the Debtors also collect and hold certain outstanding tax liabilities in trust for the benefit of the applicable Authorities, and these funds may not constitute property of the Debtors' estates.

94. The Debtors estimate that approximately $15,170,000 in Taxes and Fees is outstanding as of the Petition Date.

95. ***Income Taxes.*** The Debtors incur and are required to pay various state, local, and federal Income Taxes in the jurisdictions where the Debtors operate. The Debtors generally remit Income Taxes on an annual basis. In some jurisdictions, the Debtors remit to relevant Authorities estimated amounts with respect to Income Taxes, resulting in tax credits or overpayments that may be refunded to the Debtors in certain circumstances. In 2022, the Debtors remitted approximately $200,000 in Income Taxes to the applicable Authorities. Accordingly, as of the Petition Date, the

Debtors estimate that they do not owe anything on account of prepetition Income Taxes to the applicable Authorities.

96. ***Sales and Use Taxes.*** The Debtors incur, collect, or remit sales and use taxes to the Authorities in connection with Sale and Use Taxes. The Debtors remit all Sales and Use Taxes to the Authorities indirectly through Ryan. The Debtors generally remit Sales and Use Taxes indirectly through Ryan on a monthly basis. In 2022, the Debtors remitted approximately $2,800,000 in Sales and Use Taxes to the applicable Authorities. As of the Petition Date, the Debtors estimate that they have incurred or collected approximately $220,000 in Sales and Use Taxes that have not been remitted to the relevant Authorities.

97. ***Foreign Taxes.*** Because part of the Debtors' business is conducted abroad, the Debtors incur various Foreign Taxes. In 2022, the Debtors remitted approximately $1,630,000 in Foreign Taxes to the applicable Authorities. As of the Petition Date, the Debtors estimate that they owe approximately $740,000 to the applicable Authorities on account of prepetition Foreign Taxes.

98. ***Property Taxes.*** State and local laws in the jurisdictions where the Debtors operate generally grant Authorities the power to levy Property Taxes against the Debtors.[14] To avoid the imposition of statutory liens on their real and personal property, the Debtors pay the Property Taxes as they come due in the ordinary course of business. In some instances, after the Authorities

[14] Certain of the Debtors' landlords remit Property Taxes on properties that the Debtors lease to the Authorities, which the Debtors indirectly pay pursuant to the terms of the respective leases with such landlords (the "Indirect Real Property Taxes"). In some cases, the Debtors' payment obligations related to the Indirect Real Property Taxes may be bundled with other landlord costs as they are invoiced to the Debtors with other non-tax items, such as base rent. In other cases, the Debtors' landlords estimate the amount of Indirect Real Property Taxes due at the start of the year and the Debtors remit payment on a periodic basis. At the end of the year, these estimates are reconciled with the assessed Indirect Real Property Taxes and the Debtors either are reimbursed for the excess amount paid or pay the landlord the remaining balance. In accordance with section 365(d)(3) of the Bankruptcy Code, the Debtors will continue to make payments for the Indirect Real Property Taxes in the ordinary course of business pursuant to the terms of the applicable leases.

release initial real property valuations for the purpose of levying certain Property Taxes, Ryan negotiates with certain of the Authorities regarding the property valuations to seek reductions to the amount of the Property Taxes due and owing by the Debtors. In 2022, the Debtors remitted approximately $24,700,000 in Property Taxes to the applicable Authorities. This includes the Indirect Real Property Taxes paid by or remitted through the Debtors' landlords and Ryan. As of the Petition Date, the Debtors estimate that they have incurred approximately $14,080,000 in Property Taxes that have not been remitted to the relevant Authorities.

99. ***Business License Fees.*** Certain state and local laws in the jurisdictions where the Debtors operate require the Debtors to pay Business License Fees.[15] The methods for calculating Business License Fees and the deadlines for paying such amounts due thereunder vary by jurisdiction. In 2022, the Debtors remitted approximately $300,000 in Business License Fees to the applicable Authorities. In the ordinary course of business, the Debtors remit the Business License Fees when expensed and therefore generally do not accrue amounts on account of Business License Fees. As of the Petition Date, the Debtors estimate that they have incurred or collected approximately $30,000 in Business License Fees that have not been remitted to the relevant Authorities.

100. ***Regulatory and Other Taxes and Fees.*** The Debtors incur, in the ordinary course of business, Regulatory and Other Taxes and Fees. The Debtors typically remit Regulatory and Other Taxes and Fees to the relevant Authorities on a monthly, quarterly, or annual basis. In 2022, the Debtors remitted approximately $470,000 in Regulatory and Other Taxes and Fees to the applicable Authorities. As of the Petition Date, the Debtors estimate that approximately $100,000

[15] Indirect Business License Fees are paid indirectly through Corporate Creations Network Inc. For the avoidance of doubt, Business License Fees include the Indirect Business License Fees.

in Regulatory and Other Taxes and Fees will have accrued and remain unpaid to the relevant Authorities.

101. I believe that the Debtors' timely payment of Taxes and Fees is critical to their continued and uninterrupted operations. I also believe that the relief requested in the Taxes Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to effectively operate their businesses in these chapter 11 cases. Accordingly, on behalf of the Debtors, I submit that the Taxes Motion should be approved.

V. Debtors' Motion for Entry of an Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief (the "Case Management Motion").

102. Pursuant to the Case Management Motion, the Debtors seek entry of interim and final orders: (a) authorizing, but not directing, the Debtors to designate these chapter 11 cases as complex cases, (b) approving and implementing certain notice, case management, and administrative procedures as described in Exhibit 1 of Exhibit A attached to the Case Management Motion (collectively, the "Case Management Procedures"); and (c) granting related relief.

103. There are thousands of creditors and parties in interest in these chapter 11 cases. Notice of all pleadings and other papers filed in this bankruptcy to each of these parties would be extremely burdensome and costly to the estate. The costs of photocopying, postage, and other expenses associated with such large mailings would be excessive and practically prohibitive. The relief sought in the Case Management Motion is tailored to address such concerns while simultaneously ensuring timely notification to those parties actively participating in this case or those parties whose rights are directly affected by a given matter.

104. Given the size and complexity of these chapter 11 cases, I believe that the Case Management Procedure will facilitate service of Court Filings and Orders in a manner that will maximize the efficiency and orderly administration of the chapter 11 cases, while at the same time

ensuring that appropriate notice is provided, particularly to parties who express an interest in these chapter 11 cases and those directly affected by a request for relief. Accordingly, on behalf of the Debtors, I respectfully submit that the Case Management Motion should be approved.

VI. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Perform Under Existing Hedging Contracts, (B) Enter Into New Hedging Contracts, (C) Grant Superiority Claims, Provide Other Credit Support, And Honor Obligations Under Hedging Contracts, and (II) Granting Related Relief (the "Hedging Motion").

105. Pursuant to the Hedging Motion, the Debtors seek entry of interim and final orders, (a) authorizing, but not directing, the Debtors to (i) continue performing under existing Hedging Contracts (as defined below), including paying any prepetition amounts owed thereunder, and, as necessary, adjusting, modifying, terminating, and otherwise engaging in transactions thereunder in the ordinary course of business, (ii) enter into, and perform under, new Hedging Contracts, including paying any amounts owed thereunder, and, as necessary, adjusting, modifying, terminating, and otherwise engaging in transactions thereunder in the ordinary course of business, (iii) grant superpriority claims and provide Credit Support, as may be necessary; and (b) granting related relief.

106. In the ordinary course of business, the Debtors operate data centers that offer colocation and interconnectivity services, among other things, which require significant amounts of electricity and power. The Debtors' revenue is therefore exposed to the prevailing market price of utilities which has experienced significant volatility over recent years. To minimize the risk to their business operations caused by such volatility, the Debtors, like many of their peers, have historically entered into financial hedging contracts with various counterparties (the "Hedging Contract Counterparties") in the form of forward contracts (collectively, and together with all similar transactions and the agreements under which such transactions are documented, the "Hedging Contracts"). Hedging Contracts protect against increases in electricity rates that

could otherwise threaten the stability of the Debtors' cash flows. By removing a portion of the price volatility associated with future electricity consumption via such hedging arrangements and locking in a price, the Debtors are able to mitigate the potential effects of variability in net cash from operating activities due to fluctuations in electricity prices.

107. Hedging Contracts typically include provisions for credit support and obligations to post collateral or performance assurance. Posting of collateral or any type of performance assurance requires the Debtors to periodically deposit money with their counterparties based on either maximum monthly electricity bill amounts or average monthly electricity bill amounts. A re-evaluation of the credit support requirement generally occurs periodically throughout the term of each Hedging Contract. Re-evaluation often results in one party having either to provide additional collateral or return some of the existing collateral.

108. The types of Hedging Contracts entered into by the Debtors fall under a safe harbor from the automatic stay provided in section 362(b) of the Bankruptcy Code. As a result, any prepetition Hedging Contract could be, and most likely would be, terminated by the counterparty upon the Debtors' chapter 11 filing absent an agreement between the Debtors and such counterparty that would provide the counterparty with protections that are the same or similar to those that the counterparty would expect to receive in respect of transactions entered into with the Debtors during the pendency of these chapter 11 cases. It is therefore critical that the Debtors are granted authority to perform under, and grant superpriority claims to counterparties in respect of, their prepetition Hedging Contracts.

109. As of the Petition Date, the Debtors are party to fourteen Forward Contracts with four Hedging Contract Counterparties—all of whom are utility providers. The Forward Contracts are settled on a monthly basis. As of the Petition Date, the Debtors were party to approximately

$56 million in notional amount of forward Hedging Contracts with a mark-to-market liability of approximately $0.5 million, which reflects the difference between the original purchase price of the Hedging Contracts and the market prices at any current point in time.

110. Hedging Contracts often require that one or both parties secure their obligations by providing collateral to the other party (the "Credit Support"). The vast majority of the Debtors' obligations under their Hedging Contracts are unsecured. However, as of the Petition Date, the Debtors have posted approximately $4.9 million in respect of collateral calls made by two of the Debtors' Hedging Contract Counterparties. The Debtors may be required to provide Credit Support in connection with the Hedging Contracts during the pendency of these chapter 11 cases. Therefore, the Debtors seek authority, but not direction, to provide Credit Support, as necessary, in the ordinary course of business on a postpetition basis.

111. Recognizing the unique status of electricity forwards in the financial markets, the Bankruptcy Code applies certain so-called "safe harbor provisions" to Hedging Contracts, allowing the non-debtor counterparty to exercise certain rights and remedies that are not otherwise available to a debtor's contractual counterparties in a bankruptcy case.

112. The Debtors believe that, notwithstanding the potential rights of the Hedging Contract Counterparties under the "safe harbor provisions," the Hedging Contract Counterparties may nevertheless be willing to maintain their prepetition Hedging Contracts and enter into new postpetition Hedging Contracts with the Debtors during these chapter 11 cases, but only if such parties have assurance that the Debtors have the authority to enter into and continue to perform under the Hedging Contracts.

113. I believe that continuing to perform under existing Hedging Contracts, entering into and performing under new Hedging Contracts, and providing Credit Support as may be necessary

is in the best interests of Debtors estates. Immediate resumption of a hedging program consistent with prepetition practices would restore vital protection against price fluctuations for the benefit of all stakeholders.

114. I believe that the relief requested in the Hedging Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Hedging Motion should be approved.

VII. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain Insurance and Surety Coverage Entered into Prepetition and Pay Related Prepetition Obligations Thereto and (B) Renew, Supplement, Modify, or Purchase Insurance and Surety Coverage, and (II) Granting Related Relief (the "Insurance Motion").

115. Pursuant to the Insurance Motion, the Debtors seek entry of interim and final orders, (a) authorizing the Debtors to (i) maintain coverage under the Insurance Policies and the Surety Bonds (as applicable) entered into prepetition and pay related prepetition obligations in the ordinary course of business and (ii) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course of business on a postpetition basis and (b) granting related relief.

116. In the ordinary course of business, the Debtors maintain approximately twenty- six Insurance Policies administered by various third-party Insurance Carriers. Generally, the Insurance Policies fall into the following categories: casualty, property, executive risk, environmental, and cyber. The Insurance Policies provide coverage for, among other things, the Debtors' general liability, umbrella liability, property, earthquake, flood, and business interruption liability, stop loss, automobile liability, crime liability, directors' and officers' liability, technology professional liability, cybersecurity, and workers' compensation. The Debtors have selected policy specifications and insured limits that they believe to be appropriate given the relative risk of loss, the cost of the coverage, and industry practice. In the opinion of the Debtors' management,

they maintain adequate insurance with limits and coverages that they believe to be commercially reasonable.

117. The Debtors' ability to maintain the Insurance Policies to renew, supplement, and modify the same as needed, and to enter into new insurance policies as needed in the ordinary course of business, is essential to preserving the value of the Debtors' businesses, operations, and assets. Moreover, in many instances, insurance coverage is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the requirements of the U.S. Trustee that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors seek authorization to maintain the Insurance Policies to pay related prepetition obligations thereto, to renew, supplement, or modify the Insurance Policies as needed, and to enter into new insurance policies in the ordinary course of business.

118. ***Premium Payments.*** The Insurance Policies generally are one year in length and renew annually, principally in July and August. The aggregate Premiums associated with the Insurance Policies are approximately $7.1 million, plus applicable taxes and surcharges. The Debtors also finance a portion of their Premiums pursuant to several premium Financing Agreements. Pursuant to the Financing Agreements, the Debtors are required to make aggregate monthly premium payments of approximately $460,000. In addition, from time to time, the Debtors may require additional coverage under their Insurance Policies for, for instance, one-time events. The Premiums on these additional insurance coverage purchases are billed as incurred by the Insurance Carriers.

119. As of the Petition Date, the Debtors owe approximately $775,000 with respect to the Premiums. Therefore, the Debtors seek authority to pay any prepetition obligations owing on account of the Premiums, including under their Financing Agreements, in the ordinary course of

business to ensure uninterrupted coverage thereunder, and to continue honoring Premium obligations and obligations under the Financing Agreements on a postpetition basis in the ordinary course of business consistent with their prepetition practices.

120. ***Deductible Fees.*** Pursuant to certain of the Insurance Policies, the Debtors are required to pay Insurance Deductible(s), depending upon the type of claim and Insurance Policy involved. Under such Insurance Policies, the Insurance Carriers may pay claimants and then invoice the Debtors for any Insurance Deductible. In such situations, the Insurance Carriers may have prepetition claims against the Debtors. The Debtors risk losing their Insurance Policies if they fail to make their Insurance Deductible payments, which would not only greatly increase the risk related to the Debtors' operations but may cause them to violate state laws requiring them to have such policies. To avoid this outcome, the Debtors seek authority to honor any amounts owed on account of Insurance Deductibles in the ordinary course of business.

121. ***Surety Bonds.*** In the ordinary course of business, the Debtors have in the past, and may in the future, be required to provide Surety Bonds to certain third parties, often utility companies, to secure the Debtors' payment or performance of certain obligations (the "Surety Bond Program").

122. The Debtors do not currently maintain any Surety Bonds. Accordingly, as of the Petition Date, the Debtors do not owe any amounts on account of the Surety Bond Program. However, out of an abundance of caution, the Debtors seek authority to continue the Surety Bond Program in the ordinary course of business, including maintaining new Surety Bonds in the future if the Debtors, in their business judgment, determine it is necessary.

123. ***Insurance Brokers.*** The Debtors retain the services of insurance brokers to help manage their portfolios of risk. The Debtors obtain most of their Insurance Policies through

brokers, AON Risk Services Northeast Inc., AON Risk Services Southwest, Inc., Aon Risk Services South, Inc., Aon Risk Services Central, Inc., Aon Risk Services Companies, Inc., Cobbs Allen Capital LLC, Aon Risk Services, Inc. of Florida, Aon Canada, Inc., the Magnes Group Inc., and CAC Specialty (the "Brokers"). The Brokers, among other things: (a) assist the Debtors in obtaining comprehensive insurance and surety coverage for their operations in a cost effective manner; (b) manage renewal data; and (c) provide ongoing support throughout the applicable policy periods for the Insurance Policies. In exchange for these services, the Debtors pay a broker commission and brokerage fees (collectively, the "Broker Fees").

124. As of the Petition Date, the Debtors do not believe that they owe any amounts to the Broker on account of Broker Fees. Out of an abundance of caution, however, the Debtors seek authority to pay any prepetition obligations owed to the Brokers and continue to pay the Brokers for services rendered in the ordinary course of business on a postpetition basis to ensure uninterrupted coverage under their Insurance Policies.

125. I believe that continuation and renewal of the Insurance Policies, and entry into new Insurance Policies, as needed, is essential to the preservation of the value of the Debtors' business and operations. Moreover, in many instances, insurance coverage is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the U.S. Trustee's requirements that a debtor maintain adequate insurance coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors request authority to maintain their existing Insurance Policies, pay prepetition obligations related thereto, and enter into new Insurance Policies in the ordinary course of business.

126. I believe that failure to receive the requested relief in the Insurance Motion at the outset of these chapter 11 cases would expose the Debtors to direct liability for payment of claims

otherwise covered by the Insurance Policies, distract the Debtors from the vital task of stabilizing their business through this process, and disrupt the Debtors' operations at this important juncture. The relief requested in the Insurance Motion is necessary for the Debtors to operate their business in the ordinary course and preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. I believe that the relief requested in the Insurance Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in these chapter 11 case. Accordingly, on behalf of the Debtors, I respectfully submit that the Insurance Motion should be approved.

VIII. Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief (the "Joint Administration Motion").

127. Pursuant to the Joint Administration Motion, the Debtors request entry of an order (a) directing procedural consolidation and joint administration of these chapter 11 cases and (b) granting related relief. Given the integrated nature of the Debtors' operations, joint administration of these chapter 11 cases will provide significant administrative convenience without harming the substantive rights of any party in interest. Many of the motions, hearings, and orders in these chapter 11 cases will affect each Debtor entity. The entry of an order directing joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration also will allow the U.S. Trustee and all parties in interest to monitor these chapter 11 cases with greater ease and efficiency.

128. I believe that the relief requested in the Joint Administration Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in these chapter 11 cases. Accordingly, I respectfully submit that the Joint Administration Motion should be approved.

IX. Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief (the "Utilities Motion").

129. Pursuant to the Utilities Motion, the Debtors seek entry of interim and final orders: (a) approving the Debtors' proposed adequate assurance of payment for future utility services; (b) prohibiting utility providers from altering, refusing, or discontinuing services; (c) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests (as defined below); and (d) granting related relief.

130. In connection with the operation of their business and management of their approximately sixty data centers, the Debtors obtain necessary electricity, natural gas, telecommunications, water, waste management (including sewer and trash), internet, and other similar services (collectively, the "Utility Services") from a number of utility companies (collectively the "Utility Providers"). On average, the Debtors pay approximately $13 million each month for Utility Services, calculated as a historical average payment for the twelve-month period ended April 30, 2023. The Debtors do not anticipate this monthly average will change materially during the initial thirty days following the commencement of these chapter 11 cases. The Debtors estimate that their cost for Utility Services during the next thirty days (not including any deposits to be paid or fees payable to Engie) will be approximately $13 million.

131. To provide additional assurance of payment, the Debtors propose to deposit $5.3 million into a segregated account (the "Adequate Assurance Deposit"). The amount of the Adequate Assurance Deposit attributable to a given Utility Provider (such Utility Provider's "Contribution Amount") is equal to (i) approximately one-half of the Debtors' average monthly cost of such Utility Provider's Utility Services, generally calculated as the historical average payment for the twelve-month period ending April 30, 2023, or based on the latest invoice if not

billed monthly or not received as of April 30, 2023, *less* (ii) the amount of any security deposit held by such Utility Provider as of the Petition Date. The Adequate Assurance Deposit is equal to the sum of all Contribution Amounts *plus* an additional $1 million included out of an abundance of caution to provide assurance to any Utility Provider that may have inadvertently been excluded from the Utility Services List.

132. I believe that uninterrupted Utility Services are essential to the Debtors' ongoing business operations and hence, the overall success of these chapter 11 cases. The Debtors operate more than sixty data centers to provide space and power for computing hardware and other information technology equipment and services. The Debtors must run their data centers on a uninterrupted and redundant basis, which requires electricity and gas for lighting, heating, and air conditioning as well as other Utility Services. Should any Utility Provider refuse or discontinue service, even for a brief period, the Debtors' business operations may be severely disrupted, and such disruption would jeopardize the Debtors' ability to manage their reorganization efforts. Accordingly, it is essential that the Utility Services continue uninterrupted during these chapter 11 cases.

133. I believe that the relief requested in the Utilities Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Utilities Motion should be granted.

X. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "Wages Motion").

134. Pursuant to the Wages Motion, the Debtors seek entry of interim and final orders: (a) authorizing the Debtors to (i) pay all prepetition wages, salaries, Commissions, other

compensation, and Reimbursable Expenses on account of the Compensation and Benefits (as defined in the Wages Motion) in the ordinary course of business and (ii) continue to administer the Compensation and Benefits in the ordinary course of business, including payment of prepetition obligations related thereto, and (b) granting related relief.

135. As of the Petition Date, Cyxtera employs approximately 657 Employees, of which 582 are employed by the Debtors and nearly all of whom are full-time. Approximately 563 of the Debtors' Employees work in the United States (the "U.S. Employees") and approximately 19 work outside the United States (the "Non-U.S. Employees"). In addition to the Employees, the Debtors' workforce also includes approximately three Independent Contractors, who perform necessary accounting and finance services for the Debtors.

136. The Debtors' Employees perform a wide variety of functions critical to the Debtors' operations at the Debtors' data centers. Certain of these individuals are highly trained and have an essential working knowledge of the Debtors' business that cannot be easily replaced. As a global data center provider, technically skilled employees are imperative to the Debtors' business operations. Without the continued, uninterrupted services of their Employees, the Debtors' reorganization efforts will be severely hampered.

137. The vast majority of Employees rely exclusively or primarily on the Employee Compensation and Benefits to pay their daily living expenses and support themselves or their families. Thus, Employees will face significant financial consequences if the Debtors are not permitted to continue the Compensation and Benefits in the ordinary course of business. Consequently, the relief requested is necessary and appropriate.

138. The Debtors are seeking authority to pay and honor certain prepetition claims relating to the Compensation and Benefits, including, among other things, wages, salaries,

commissions, other compensation, withholding obligations, payroll processing fees, reimbursable expenses, non-insider employee retention programs, health insurance, life insurance, workers' compensation benefits, short- and long-term disability coverage, supplemental benefits, retirement plans, paid leave, severance, and other benefits that the Debtors have historically directly or indirectly provided to the Employees in the ordinary course of business and as further described in the Wages Motion.

139. The Debtors do not believe that amounts owed to any Employees on account of the Employee Compensation and Benefits Programs will exceed the statutory cap of $15,150 under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

140. Pursuant to the Wages Motion, the Debtors also seek authority to continue their incentive programs and to honor their obligations under the pre-existing Non-Insider Employee Retention Bonus Program and Commissions, as described more fully in the Wages Motion. The Debtors implemented the Non-Insider Employee Retention Bonus Program to retain specific key personnel. The Debtors believe the Non-Insider Employee Retention Bonus Program and Commissions drive Employees' performance, align Employees' interests with those of the Debtors generally, and promote the overall efficiency of the Debtors' operations. I believe that maintaining the Non-Insider Employee Retention Bonus Program and Commissions is vital to the Debtors' operations. I understand that "insiders" (as the term is defined in section 101(31) of the Bankruptcy Code) of the Debtors are excluded from the relief requested in the Wages Motion with respect to any retention programs, bonus programs, or severance payments.

141. The Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that absent the payment of the Compensation and Benefits owed to the Employees, the Debtors may experience Employee turnover and instability

at this critical time in these chapter 11 cases. The Debtors believe that without these payments, the Employees may become demoralized and unproductive because of the potential significant financial strain and other hardships the Employees may face. Such Employees may then elect to seek alternative employment opportunities. Additionally, a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant efforts—which efforts may not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. The Debtors therefore believe that payment of the prepetition obligations with respect to Compensation and Benefits is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retention of their Employees as the Debtors seek to operate their business in these chapter 11 cases.

142. Payment of the Compensation and Benefits is warranted under this authority and the facts of these chapter 11 cases. Employees will be exposed to significant financial difficulties if the Debtors are not permitted to honor obligations for unpaid Compensation and Benefits. Additionally, continuing ordinary course benefits will help maintain Employee morale and minimize the adverse effect of the commencement of these chapter 11 cases on the Debtors' ongoing business operations.

143. For the foregoing reasons, I believe that the relief requested in the Wages Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Wages Motion should be granted.

XI. Debtors' Motion Seeking Entry of an Order (I) Extending Time to File (I) Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs and (II) Granting Related Relief (the "SOFAs and Schedules Motion").

144. Pursuant to the SOFAs and Schedules Motion, the Debtors seek entry of an order: (a) extending the deadline by which the Debtors must file their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs (collectively, the "Schedules and Statements") by twenty-two days, for a total of thirty-six days, from the Petition Date, without prejudice to the Debtors' ability to request additional extensions for cause shown; and (e) granting related relief.

145. I believe that good and sufficient cause exists for granting an extension of time to file the Schedules and Statements. The ordinary operation of the Debtors' business requires the Debtors to maintain voluminous books, records, and complex accounting systems. To prepare the Schedules and Statements, the Debtors must compile information from books, records, and documents relating to the claims of thousands of creditors, as well as the Debtors' many assets, contracts, and leases across data centers located nationwide. This information is voluminous and located in numerous places throughout the Debtors' organization. Collecting the necessary information requires an enormous expenditure of time and effort on the part of the Debtors, their employees, and their professional advisors in the near term—when these resources would be best used to stabilize the Debtors' business operations.

146. Although the Debtors, with the assistance of their professional advisors, are working diligently and expeditiously to prepare the Schedules and Statements, the Debtors' resources are strained. Considering the amount of work entailed in completing the Schedules and Statements combined with the competing demands on the Debtors' employees and professional advisors to assist in efforts to stabilize business operations during the initial postpetition period,

the Debtors likely will not be able to properly and accurately complete the Schedules and Statements within the required time period. The Debtors therefore request that the Court extend the initial fourteen-day period for an additional twenty-two days, without prejudice to the Debtors' right to request further extensions, for cause shown.

147. Accordingly, on behalf of the Debtors, I respectfully submit that the Court should approve the SOFAs and Schedules Motion.

XII. Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer and Partner Programs, (B) Honor Certain Prepetition Obligations Related Thereto, and (III) Granting Related Relief (the "Customer Programs Motion").

148. Pursuant to the Customer Programs Motion, the Debtors seek entry of interim and final orders, (i) authorizing, but not directing, the Debtors to (a) maintain and administer their Customer and Partner Programs (as defined below) and (b) honor certain prepetition obligations related thereto, and (ii) granting related relief.

149. The Debtors serve more than 2,000 customers, including industry leading enterprises, service providers, and government agencies. The Debtors sell their products and services directly to End-Users, which include, among other things, technical support and installation services for the products purchased by End-Users, as well as project-based deployment, design, and optimization services. The Debtors sell these services directly to customers using Cyxtera-employed salespersons and sales agents who offer certain promotions and special incentives (the "Direct-to-End-User Customer Programs").

150. Through their global network partner program (the "Cyxtera Global Network Partner Program" and, together with the Direct-to-End-User Customer Programs, the "Customer and Partner Programs"), the Debtors also sell their products and services indirectly to End-Users through a channel led sales model that leverages third-party partners located around the world to

engage in referrals (the "Referral Partners"), resales (the "Resale Partners"), or strategic alliances (the "Alliance and Ecosystem Partners" and, together with the Referral Partners and Resale Partners, the "Channel Partners") with respect to the Debtors' products and services. Within the Cyxtera Global Network Partner Program, the Debtors offer three different types of programs: (i) the Cyxtera Referral Partner Program; (ii) the Solution Provider and Reseller Program; and (iii) the Cyxtera Ecosystem Partner Program. On average, direct sales to End-Users make up approximately 75 percent of the Debtors' total bookings and the indirect sales and promotions via Channel Partners make up approximately 25 percent of their total bookings.

151. In the ordinary course, the Debtors have provided the Customer and Partner Programs in the interest of promoting and maintaining customer and partner business and loyalty. As the Debtors operate in a competitive market with increasing pressure and quickly evolving technology, it is important for the Debtors to have positive customer relationships and to maintain a reputation for reliability to ensure that the Debtors' End-Users and Channel Partners continue to purchase, use, and promote the Debtors' products and services. In addition, it is important for the Debtors to be creative in their sales practices, as well as accommodating to their End-Users and Channel Partners (i.e., with respect to Promotions and the like) so as to attract new business and drive growth.

152. The Debtors believe that their ability to continue the Customer and Partner Programs and to honor any obligations thereunder in the ordinary course of business is necessary to retain their reputation for reliability, meet competitive market pressures, and ensure customer satisfaction. Continuing the Customer and Partner Programs allows the Debtors to maintain the goodwill of their current customers and partners, attract new customers and partners, and, ultimately, to enhance the Debtors' revenue and profitability.

153. Accordingly, I believe it is appropriate to authorize the Debtors to continue administering the Customer and Partner Programs and to honor prepetition obligations thereunder in the ordinary course of business as the Customer and Partner Programs are critical to the Debtors' ongoing operations in these chapter 11 cases and will maximize the value of the estates for the benefit of all of the Debtors' stakeholders.

A. Direct-to-End-User Customer Programs

1. Promotions.

154. To solicit and retain business, the Debtors provide, in the ordinary course of business, certain incremental upfront discounts and service credits on certain designated Cyxtera products and services (the "Promotions") directly to certain End-Users, including both prepackaged and ad hoc Promotions. With Direct to End-Users making up 75% of Cyxtera's total bookings, the Promotions serve as a key revenue driver by enabling the Debtors to retain and grow business and maintain goodwill with their critical End-User customer base.

155. As of the Petition Date, the Debtors estimate that there are no payments outstanding related to Direct-to-End-User Customer Programs. However, the charges for some of the Promotions, such as offering free months of products or services, are applied as a bill credit and certain amounts earned under the Promotions are applied only as a discount to future bills. Accordingly, there may be credits owed to End-Users as of the Petition Date that have not yet been applied to customer accounts. Accordingly, the Debtors seek authority to honor any such prepetition credits incurred on account of the Promotions and to continue offering Promotions and honoring any amounts incurred related thereto in the ordinary course of business on a postpetition basis.

2. Service Adjustments.

156. As a special incentive for End-Users and only upon request, the Debtors offer Service Adjustments to End-User to address billing corrections, billing errors, and service quality issues. Typically, the Service Adjustments are offered in the form of a billing credit of up to one month of an End-User's monthly recurring payment. Certain Service Adjustments offered prior to the Petition Date may not have been applied to the applicable End-Users' accounts. The Debtors seek authority to honor such Service Adjustments for active End-Users as of the Petition Date without regard to when they arose and to continue offering Service Adjustments, in their business judgement, in the ordinary course of business on a postpetition basis.

B. Cyxtera Global Partner Programs

1. Cyxtera Referral Partner Program.

157. The Debtors offer a referral-based program whereby the Debtors' Referral Partners are eligible to receive commissions on every customer opportunity they refer that enters into a contract with the Debtors for their products and services (the "Cyxtera Referral Partner Program"). The Referral Partners are generally comprised of brokers, referral agents, and influencers. Brokers are eligible to receive a percentage commission fee on new and subsequent customer contracts. Such broker commission fees are paid as a one-time obligation with no future obligations. In addition, referral agents who generate new business, customer expansions, or renewals, in each case after proper registration and acceptance by the Debtors, are eligible to receive monthly commission payments upon collection of customer invoices. The commission rates vary based on the program level assigned to the referral agent subject to the volume of customer contracts such agent successfully refers. Monthly commissions are based on a percentage of monthly recurring revenue of a customer contract. Influencers who refer new business are eligible to receive upfront

payments based on monthly recurring revenue of a new customer contract with no future payment obligations on behalf of the Debtors.

158. On average, the Debtors incur approximately $15 million per year in commission expenses paid to Referral Partners. As of the Petition Date, the Debtors estimate they owe approximately $2.5 million in prepetition commissions outstanding related to the Cyxtera Referral Partner Program. The Debtors request authorization to pay all outstanding prepetition and postpetition amounts incurred on account of the Cyxtera Referral Partner Program and to continue the Cyxtera Referral Partner Program in the ordinary course of business on a postpetition basis consistent with past practice.

2. Solution Provider and Reseller Program.

159. The Debtors offer their products and services to Resale Partners, who then resell the Debtors' products to End-Users (the "Solution Provider and Reseller Program"). As part of the Solution Provider and Reseller Program, the Debtors offer Resale Partners incremental upfront discounts on certain designated product and service lines within the Cyxtera portfolio. The Resale Partners, in turn, market, distribute, and resell the Debtors' products and services to End-Users. Resale Partners then remit payments at the discounted rate generated under the contracts they enter into with End-Users back to the Debtors. The Resale Partners who participate in this program include: (i) value added resellers, who are able to add features and services to an existing product by integrating the Debtors' colocation and interconnection capabilities and then reselling a "turn key" solution to End-Users; (ii) managed service providers, who are able to expand their offerings and increase value to End-Users by deploying end-to-end solutions in the Debtors' data centers; and (iii) network service providers and systems integrators, who are the architects of the solutions surrounding hardware and application variables.

160. The Debtors also have a resale program specific to resellers of the Debtors' products and services to federal agencies (the "Federal Reseller Partner Program"). Resale Partners specific to the Federal Reseller Partner Program include distributors and aggregators, who help agencies deliver optimal business-oriented solutions to the government customer. Because of the nature of the Solution Provider and Reseller Program and the Federal Reseller Partner Program, the Debtors do not have any outstanding liabilities owed to Resale Partners. However, it is critical that the Debtors maintain their relationships and goodwill with the Resale Partners to maintain and drive sales and to not impair the Debtors' supply chain. Therefore, I believe it is appropriate to authorize the Debtors to continue the Solution Provider and Reseller Program and the Federal Reseller Partner Program in the ordinary course of business, including offering discounted products and services to Resale Partners, on a postpetition basis consistent with past practice.

3. Cyxtera Ecosystem Partner Program.

161. The Debtors also host a marketplace (the "Cyxtera Data Center Ecosystem") for Alliance and Ecosystem Partners, including computer, storage, networking, security, and other technology or service providers to market and sell their own products and services to the Debtors' over 2,000 End-Users (the "Cyxtera Ecosystem Partner Program"). Through the Cyxtera Ecosystem Partner Program, the Debtors and their Alliance and Ecosystem Partners attract new and existing customers by facilitating the Cyxtera Data Ecosystem to assist their End-Users in solving for their digital, cloud, and colocation needs. Through promoting the benefits of multiple Alliance and Ecosystem Partners' products and services available in the Cyxtera Data Center Ecosystem to their End-Users, the Debtors have created a centralized marketplace for their End-Users to achieve all their current and future information technology needs. Additionally, by hosting the Cyxtera Ecosystem Partner Program, the Debtors incentivize their Alliance and

Ecosystem Partners, who are not contractually obligated to partner exclusively with the Debtors, to continue the partnership by connecting such partners to a rich ecosystem of providers and services of other End-Users. There is no financial obligation on the Debtors' part to facilitate this program. However, out of an abundance of caution, the Debtors request authorization to continue the Cyxtera Ecosystem Partner Program in the ordinary course of business on a postpetition basis consistent with past practice.

4. Market Development Funds Program.

162. The Debtors also, from time to time, offer funds to their Channel Partners for various market-development and customer-engagement opportunities to build demand between their Channel Partners, Cyxtera, and End-Users (collectively, the "Market Development Funds Program"). Typically, in connection with a given marketing campaign, the Debtors reimburse their Channel Partners a fixed predetermined amount to cover expenses incurred through the marketing of products and services. In other instances, the Debtors may pay their Channel Partners or supplier in advance, depending on the marketing service. As these funds are approved in advance by the Debtors' Chief Revenue Officer and Chief Development Officer, the Debtors are not contractually obligated to participate in the Market Development Funds Program, however, this program remains a key source of sales and End-User generation for the Debtors. Marketing services include, among other things, lead generation, corporate communications, brand marketing, website marketing and advertisement, and promotional events.

163. As of the Petition Date, the Debtors do not currently have any active funds pursuant to the Market Development Funds Program. Accordingly, the Debtors estimate that there are no outstanding prepetition obligations on account of the Market Development Funds Program. However, the Debtors request authorization to continue the Market Development Funds Program

and honor any amounts incurred thereunder in the ordinary course of business on a postpetition basis consistent with past practice.

164. I believe that the relief requested in the Customer Programs Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Customer Programs Motion should be approved.

XIII. Debtors' Motion for Entry of Interim And Final Orders (I) Authorizing The Debtors To (A) File A Consolidated List Of The Debtors' 30 Largest Unsecured Creditors, (B) File A Consolidated List Of Creditors In Lieu Of Submitting A Separate Mailing Matrix For Each Debtor, (C) Redact Certain Personally Identifiable Information, (II) Waiving The Requirement to File a List of Equity Holders and Provide Notices Directly to Equity Security Holders, and (III) Granting Related Relief (the "Creditor Matrix Motion").

165. Pursuant to the Creditor Matrix Motion, the Debtors seek entry of interim and final orders: (a) authorizing, but not directing, the Debtors to (i) file a consolidated list of the Debtors' thirty (30) largest unsecured creditors in lieu of filing separate creditor lists for each Debtor, (ii) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, and (iii) redact certain personally identifiable information; (b) waiving the requirement to file a list of equity holders and provide notices directly to equity security holders; and (c) granting related relief.

166. ***Consolidated Creditor Matrix***. I believe allowing the Debtors to prepare and maintain a Consolidated Creditor Matrix in lieu of filing a separate creditor matrix for each Debtor is warranted under the circumstances of these chapter 11 cases where there are hundreds of creditors and parties in interest. Converting the Debtors' computerized information to a format compatible with the matrix requirements, as well as the preparation of separate lists of creditors for each Debtor would be expensive, time consuming, administratively burdensome, and increase the risk of error with respect to information already on computer systems maintained by the

Debtors or their agents. Accordingly, I believe that filing a Consolidated Creditor Matrix is in the best interests of the Debtors' estates.

167. ***Consolidated List of the 30 Largest Unsecured Creditors***. The Debtors request authority to file a single, consolidated list of their 30 largest general unsecured creditors. I believe this will help alleviate administrative burdens, costs, and the possibility of duplicative service, and will prevent the Debtors' estates from incurring unnecessary costs associated with serving multiple notices to the parties listed on the Debtors' voluminous creditor matrix.

168. ***Redact Certain Personally Identifiable Information***. I believe that it is appropriate to authorize the Debtors to redact certain personally identifiable information from any paper filed or to be filed with the Court in these chapter 11 cases, including the Creditor Matrix and Schedules and Statements, because such information can be used to perpetrate identity theft or locate survivors of domestic violence, harassment, or stalking. The Debtors shall provide an unredacted version of the Creditor Matrix, Schedules and Statements, and any other applicable filings redacted to the Court, the U.S. Trustee, counsel to the official committee of unsecured creditors appointed in these chapter 11 cases (if any), and any party in interest upon a request to the Debtors or to the Court that is reasonably related to these chapter 11 cases.

169. ***Waiving the Requirement to File a List of Equity Holders***. Cyxtera Technologies, Inc. is a publicly-traded company with an actively trading stock of approximately 180 million outstanding shares of common stock. Debtor Cyxtera Technologies, Inc. only maintains a list of its registered equity security holders (an "Equity List") and therefore must obtain the names and addresses of its beneficial shareholders from a securities agent. Preparing and submitting such a list with last known addresses for each equity security holder and sending notices to all such parties will create undue expense and administrative burden with limited corresponding benefit to the

estates or parties in interest. I believe that preparing an Equity List with accurate names and last known addresses and providing notices to all such parties of the commencement of these chapter 11 cases would create a significant expense and administrative burden without a corresponding benefit to the estates or parties in interest.

170. Accordingly, on behalf of the Debtors, I respectfully submit that the Creditor Matrix Motion should be approved.

XIV. Debtors' Motion For Entry of an Order (I) Authorizing Cyxtera Technologies, Inc. to Act as Foreign Representative, and (II) Granting Related Relief (the "Foreign Representative Motion").

171. Pursuant to the Foreign Representative Motion, the Debtors seek entry of an order: (a) authorizing Cyxtera Technologies, Inc. ("Cyxtera") to act as the Foreign Representative on behalf of the Debtors' estates in the Canadian Proceeding and (b) granting related relief.

172. I understand that Debtors Cyxtera Communications Canada, ULC and Cyxtera Canada TRS, ULC are Canadian unlimited liability corporations and Cyxtera Canada LLC is a Delaware corporation. I understand that Cyxtera Communications Canada, ULC is the shareholder of Cyxtera Canada TRS, ULC, and Cyxtera Canada LLC is the shareholder of Cyxtera Communications Canada, ULC. I understand that Cyxtera, as the proposed Foreign Representative, will shortly seek ancillary relief in Canada on behalf of its estate in a court of proper jurisdiction in Alberta, Canada (the "Canadian Court") pursuant to the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36 (as amended, the "CCAA"). I have been advised by counsel that the purpose of the ancillary proceeding (the "Canadian Proceeding") is to request that the Canadian Court recognize these chapter 11 cases as a "foreign main proceeding" under the applicable provisions of the CCAA to, among other things, protect the Debtors' assets and operations in Canada.

173. I understand that, to commence the Canadian Proceedings, the Debtors require authority for a Debtor entity to act as the "foreign representative" on behalf of the Debtors' estates (the "Foreign Representative"). If the order is granted, Cyxtera will be able to file the order with the Canadian Court as the instrument authorizing Cyxtera to act as the Foreign Representative pursuant to section 46 of the CCAA.

174. I believe that authorizing Cyxtera to act as the Foreign Representative on behalf of its estate in the Canadian Proceeding will allow for coordination between these chapter 11 cases and the Canadian Proceeding, and provide an effective mechanism to protect and maximize the value of the Debtors' assets and estate.

XV. Debtors' Motion for Entry of an 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 (the "Automatic Stay Motion").

175. Pursuant to the Automatic Stay Motion, the Debtors seek entry of an order: (a) restating and enforcing the worldwide automatic stay, anti-discrimination provisions, and *ipso facto* protections of the Bankruptcy Code, (b) approving the form and manner of notice, and (c) granting related relief.

176. I understand that Company maintains a global network of assets and operations consisting of over sixty-five data center facilities in thirty-three markets across three continents as of the Petition Date. Cyxtera's non-U.S. operations are facilitated through data center locations in Montreal, Toronto, Vancouver, London, Amsterdam, Frankfurt, Singapore and Tokyo. Additionally, Cyxtera has numerous customers and partnerships across the world, including strategic partnerships in Asia Pacific, Southeast Asia, Europe, the Middle East, and Africa.

177. Certain Debtors may owe non-U.S. customers prepetition and ongoing obligations, which such parties may attempt to enforce in violation of the automatic stay. Additionally, upon

the commencement of these chapter 11 cases, counterparties to certain leases and executory contracts could attempt to terminate such leases or contracts, including pursuant to ipso facto provisions in contravention of sections 362 and 365 of the Bankruptcy Code. Similarly, governmental units outside of the United States may deny, suspend, terminate, or otherwise place conditions upon certain licenses, permits, charters, franchises, or other similar grants held by a Debtor that are required for the Debtors' ongoing business operations, in violation of sections 362 and 525 of the Bankruptcy Code.

178. Additionally, in the ordinary course of business, certain Debtors may rely upon, and incur obligations to, providers of services and other parties that are primarily (if not exclusively) based outside of the United States. Such creditors perform services, including, among other things, building, installation, and maintenance services at the Debtors' non-U.S. facilities that are integral to Cyxtera's global operations. Without continued support from their non-U.S. service providers, the Debtors would face severe interruptions to their daily operations.

179. Non-U.S. creditors and contract counterparties operating in various jurisdictions may be unfamiliar with chapter 11 processes, including the scope of a debtor-in-possession's authority to operate its business and the import of the automatic stay. As discussed in detail in the Critical Vendors Motion, certain of the Debtors' non-U.S. creditors could attempt to enforce liens against the Debtors' assets. These creditors and others may attempt to take actions violating the automatic stay to the detriment of the Debtors, their estates, and other creditors.

180. For the avoidance of doubt, the Debtors do not seek to expand or enlarge the rights afforded to them under the Bankruptcy Code with this Motion. Instead, the Debtors seek to affirm those rights and believe that an order from this Court will help protect the Debtors against improper actions taken by, and provide clarity for, non-U.S. parties in interest. I believe that authorizing the

requested relief will assist the Debtors in most effectively informing non-U.S. creditors of the broad protections offered by the Bankruptcy Code.