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

<p>In re:</p> <p>CYXTERA TECHNOLOGIES, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 23-14853 (JKS)</p> <p>(Jointly Administered)</p>
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**DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 4, 2023**

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



TO THE HONORABLE JOHN K. SHERWOOD
UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application (this “Application”) for the entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Christopher Marcus, the president of Christopher Marcus, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Marcus Declaration”), which is attached hereto as **Exhibit B** and the declaration of Eric Koza, the Chief Restructuring Officer of Cyxtera Technologies, Inc., which is attached hereto as **Exhibit C** (the “Koza Declaration”). In further support of this Application, the Debtors respectfully state as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and the Debtors confirm their consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of

Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

4. On June 4, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases and this Application are set forth in greater detail in the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) [Docket No. 20], which is incorporated herein by reference.

5. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 6, 2023, the Court entered an order [Docket No. 71] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. On June 21, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 133].

Relief Requested

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of

March 7, 2023 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit 1** to the Order and incorporated herein by reference.²

Kirkland’s Qualifications

7. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

8. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 5, 2023); *In re David’s Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023); and *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 1, 2023).³

9. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors’ business and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

² The Debtors also seek to employ and retain Cole Schotz P.C. (“Cole Schotz”) as co-counsel with Kirkland in connection with these chapter 11 cases. Kirkland will coordinate with Cole Schotz regarding their respective responsibilities in these chapter 11 cases to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner.

³ Because of the voluminous nature of the orders cited in this Application, they are not attached to this Application. Copies of these orders are available upon request to Kirkland.

Services to be Provided

10. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

11. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

12. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm’s expertise, performance, and reputation, the nature of the work involved, and other factors.

13. Kirkland’s current hourly rates for matters related to these chapter 11 cases range as follows:⁴

<u>Billing Category⁵</u>	<u>U.S. Range</u>
Partners	\$1,195-\$2,245
Of Counsel	\$820-\$2,125
Associates	\$685-\$1,395
Paraprofessionals	\$295-\$575

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, if any such individual’s billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁵ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect

14. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁶

15. Kirkland represented the Debtors during the three-month period before the Petition Date, using the hourly rates listed above and in the Marcus Declaration. Moreover, these hourly rates are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

16. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

17. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples

to fees billed by such attorneys. Any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁶ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Committee before implementing any periodic increases, and shall file any such notice with the Court.

of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

18. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time-to-time Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

19. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

20. Per the terms of the Engagement Letter, on March 29, 2023, the Debtors paid \$4,000,000 to Kirkland, which, as stated in the Engagement Letter, constituted an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional advance payment retainer totaling \$8,775,000 in the aggregate. As stated in the Engagement Letter, any advance payment retainer is earned by Kirkland upon receipt, any advance payment retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any advance payment retainer upon Kirkland’s receipt, any

advance payment retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any advance payment retainer.⁷

Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

21. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's advance payment retainer, the amount of Kirkland's advance payment retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

Kirkland's Disinterestedness

22. To the best of the Debtors' knowledge and as disclosed herein and in the Marcus Declaration, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as disclosed in the Marcus Declaration.

⁷ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition advance payment retainer during the pendency of a chapter 11 case rather than applying such advance payment retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition advance payment retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition advance payment retainer but, instead, will apply any remaining advance payment retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

23. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

24. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]’s duties under this title.

11 U.S.C. § 327(a).

25. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

26. The Debtors submit that for all the reasons stated above and in the Marcus Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Marcus Declaration, Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and

has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Marcus Declaration.

No Prior Request

27. No prior request for the relief sought in this Application has been made to this or any other court.

Notice

28. The Debtors have provided notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc First Lien Group of the Debtors' prepetition term loan facilities; (d) the Committee; (e) the agents under each of the Debtors' prepetition secured credit facilities and counsel thereto; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Securities and Exchange Commission; (i) the Internal Revenue Service; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: June 30, 2023
Newark, New Jersey

/s/ Eric Koza
Eric Koza
Cyxtera Technologies, Inc.
Chief Restructuring Officer

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Edward O. Sassower, P.C. (admitted <i>pro hac vice</i>) Christopher Marcus, P.C. (admitted <i>pro hac vice</i>) Derek I. Hunter (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 edward.sassower@kirkland.com christopher.marcus@kirkland.com derek.hunter@kirkland.com	
COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com	
<i>Proposed Co-Counsel for Debtors and Debtors in Possession</i>	
In re:	Chapter 11
CYXTERA TECHNOLOGIES, INC., <i>et al</i>	Case No. 23-14853 (JKS)
Debtors. ¹	(Jointly Administered)

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

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 4, 2023**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023

Upon the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023* (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (the "Order") authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "Kirkland") as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules"); and the Court having reviewed the Application, the Declaration of Christopher Marcus, the president of Christopher Marcus, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the "Marcus Declaration"), and the declaration of Eric Koza, the Chief Restructuring Officer of Cyxtera Technologies, Inc. (the "Koza Declaration"); and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and the Court having found that the Application is a core proceeding pursuant to 28 U.S. § 157(b)(2); and the Court having found that venue of this proceeding and the Application

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023

in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Marcus Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.
3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
 - b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
 - c. attending meetings and negotiating with representatives of creditors and other parties in interest;
 - d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
 - e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
 - f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
 - g. advising the Debtors in connection with any potential sale of assets;
 - h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
 - i. advising the Debtors regarding tax matters;
 - j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
 - k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.
4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023

compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Application, Declaration, or Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
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the legal services provided under the Engagement Letter and fees for defending any objection to Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and the Committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. No agreement or understanding exists between Kirkland and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these chapter 11 cases, nor shall Kirkland share or agree to share compensation received for services rendered in connection with these chapter 11 cases with any other person other than as permitted by Bankruptcy Code section 504.

10. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Kirkland shall coordinate with Cole Schotz and any

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023

additional firms the Debtors retain regarding their respective responsibilities in these chapter 11 cases.

11. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

13. To the extent the Application, the Marcus Declaration, the Koza Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

14. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

15. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

EXHIBIT 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

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March 7, 2023

Cyxtera Technologies Inc.
BAC Colonnade Office Towers
2333 Ponce De Leon Blvd, Suite 900
Coral Gables, FL 33134
Attn: Victor Semah

Re: Retention to Provide Legal Services

Dear Mr. Semah:

We are very pleased that you have asked us to represent Cyxtera Technologies Inc. and each of its wholly or partially owned subsidiaries (collectively, "Client") in connection with a potential restructuring. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the "Firm")) to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain

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secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule I, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$500,000. In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that Client has provided the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

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Please be advised that there is another type of retainer known as a “security retainer,” as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client’s funds would be held in the Firm’s segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client’s creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client’s choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client’s termination of the Engagement, (b) the Firm’s withdrawal, and (c) the substantial completion of the Firm’s substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm’s services are terminated for any reason, such termination shall be effective only to terminate the Firm’s services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm’s active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client’s behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client’s professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and

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therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

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Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. The Firm notes that the Firm currently represents or has represented BC Partners Advisors LP and/or their affiliates (collectively, the "Interested Parties") and will continue to do so in such unrelated matters. Because Client is engaged in activities (and may in the future engage in additional activities) in which Client's interests may diverge from those of the Interested Parties or the Firm's other clients, the possibility exists that the Interested Parties or one of the Firm's clients may take positions adverse to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent,

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subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing

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employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the

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right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: _____

Printed Name: Christopher Marcus, P.C.

Title: Partner

Agreed and accepted this _____ of March, 2023

CYXTERA TECHNOLOGIES INC.

By: _____

Name: Victor Semah

Title: ~~General Counsel~~ Chief Legal Officer

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2023

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls, conference calls, videoconferences or faxes made from K&E LLP's offices.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third-party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Tax Filings:** Clients will be charged a fixed fee for certain tax filings. Our standard charge is \$400 per Form 8832 election; \$250 per Form 83(b) election for the first 20 forms, \$100 per form for any additional forms; \$1,000 each for Form SS-4 (Foreign); \$100 each for Form SS-4 (Domestic); and \$75 for each FIRPTA certificate.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

EXHIBIT B

Marcus Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C. (admitted *pro hac vice*)

Christopher Marcus, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

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New York, New York 10022

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christopher.marcus@kirkland.com

derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

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

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

In re:

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

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**DECLARATION OF CHRISTOPHER
MARCUS IN SUPPORT OF THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP**

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

**AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 4, 2023**

I, Christopher Marcus, being duly sworn, state the following under penalty of perjury:

1. I am the president of Christopher Marcus, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, "Kirkland").² I am one of the lead attorneys from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the United States District Court for the Southern District of New York. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023* (the "Application"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland's Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases and has represented debtors in many cases, including, among others: *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. June 26, 2023); *In re Bed Bath & Beyond Inc.*, No. 23-13359

² Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Application.

(VFP) (Bankr. D.N.J. June 5, 2023); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023); and *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 1, 2023).³

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated March 7, 2023 (the "Engagement Letter"), a copy of which is attached as **Exhibit 1** to the Order, the Debtors retained Kirkland to render, without limitation, the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtor in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;

³ Because of the voluminous nature of the orders cited in this Declaration, they are not attached to this Declaration. Copies of these orders are available upon request to Kirkland.

- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

8. By separate application, the Debtors have also asked the Court to approve the retention of Cole Schotz P.C. ("Cole Schotz") as bankruptcy co-counsel to the Debtors. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Kirkland will coordinate with Cole Schotz and any other firms the Debtors retain regarding their respective responsibilities in these chapter 11 cases.

9. Cole Schotz is primarily responsible for the following:

- a. advising the Debtors, based on their extensive experience practicing in the District of New Jersey, of their rights, powers, and duties as debtors in possession in continuing to operate and manage their assets and businesses;
- b. providing legal advice and services regarding local rules, practices and procedures including Third Circuit law;
- c. providing certain services in connection with the administration of these chapter 11 cases including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;
- d. reviewing and commenting on proposed drafts of pleadings to be filed with the Court;
- e. appearing in Court and at any meeting with the U.S. Trustee and any meeting of creditors;

- f. providing legal advice and services on any matter on which Kirkland may have a conflict or as needed based on specialization;
- g. performing all other legal services for and on behalf of the Debtors which may be necessary or appropriate in the administration of their chapter 11 cases and fulfillment of their duties as debtors in possession; and
- h. responding to creditor and party-in-interest inquiries directed to Cole Schotz.

Professional Compensation

10. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

11. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm’s expertise, performance, and reputation, the nature of the work involved, and other factors.

12. Kirkland’s current hourly rates for matters related to these chapter 11 cases range as follows:⁴

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable

<u>Billing Category⁵</u>	<u>U.S. Range</u>
Partners	\$1,195-\$2,245
Of Counsel	\$820-\$2,125
Associates	\$685-\$1,395
Paraprofessionals	\$295-\$575

13. Kirkland’s hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁶

14. It is Kirkland’s policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client’s case that would not have been incurred except for representation of that particular client. It is also Kirkland’s policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual’s billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁵ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁶ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney’s and paraprofessional’s current level of seniority. The step increases do not constitute “rate increases” (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days’ notice to the Debtors, the U.S. Trustee, and the Committee before implementing any periodic increases, and shall file such notice with the Court.

15. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

16. Kirkland currently charges the Debtors \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

17. Per the terms of the Engagement Letter, on March 29, 2023, the Debtors paid \$4,000,000 to Kirkland, which, as stated in the Engagement Letter, constituted an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional advance payment retainer totaling \$8,775,000 in the aggregate. As stated in the Engagement Letter, any advance payment retainer is earned by Kirkland upon receipt, any advance payment retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any advance payment retainer upon Kirkland’s receipt, any

advance payment retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any advance payment retainer.⁷

18. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's advance payment retainer, Kirkland's total advance payment retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

19. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

20. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications*

⁷ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition advance payment retainer during the pendency of a chapter 11 case rather than applying such advance payment retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition advance payment retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition advance payment retainer but, instead, will apply any remaining advance payment retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013 (the “Revised UST Guidelines”), both in connection with this Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

21. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement?

Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors’ chapter 11 cases?

Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- c. **Question:** If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland’s billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland’s billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland’s current hourly rates for services rendered on behalf of the Debtors range as follows: ⁸

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$1,195-\$2,245
Of Counsel	\$820-\$2,125
Associates	\$685-\$1,395
Paraprofessionals	\$295-\$575

- d. **Question:** Have the Debtors approved Kirkland’s budget and staffing plan, and, if so, for what budget period?

Answer: Yes. More specifically, pursuant to the Interim DIP Order,⁹ the Debtors must furnish biweekly budget and variance reports, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors.

Kirkland’s Disinterestedness

22. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the “Potential Parties in Interest”) and such parties are listed on **Schedule 1** hereto. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** hereto. In addition, after Kirkland identified all client connections with the parties in interest over a specified time period, Kirkland circulated a survey email to all Kirkland attorneys who billed 10 or more hours to such clients

⁸ While the rate ranges provided for in this Application may change if an individual leaves or joins Kirkland, and if any such individual’s billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁹ “Interim DIP Order” means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70].

during the prior six years. Further, beyond the individual emails, Kirkland sent a daily report of new matters firm wide. All Kirkland attorneys are responsible for reviewing the daily report of new matters and raising any potential concerns with respect to new representations. I am not aware of any concerns that were raised. Additionally, to the extent that members of my team, at my direction, or I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

23. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:¹⁰

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Non-Debtor Affiliates
1(c)	Current and Former Officers & Directors
1(d)	Significant Equity Holders
1(e)	Banking Relationships
1(f)	Bankruptcy Professionals
1(g)	Contract Counterparties

¹⁰ Kirkland's inclusion of parties in the following Schedules is solely to illustrate Kirkland's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

- 1(h) Insurance
- 1(i) Landlords
- 1(j) Lenders
- 1(k) Letter of Credit Parties, Sureties & Brokers
- 1(l) Ordinary Course Professionals
- 1(m) Taxing Authorities
- 1(n) Top 30 Unsecured Creditors
- 1(o) U.S. Trustee Personnel and Bankruptcy Judges
- 1(p) Utilities Providers
- 1(q) Vendors

24. To the best of my knowledge, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

25. Listed on **Schedule 2** to this Declaration are the results of Kirkland’s conflicts searches of the above-listed entities.¹¹ For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the “Specific Disclosures” section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist

¹¹ As referenced in **Schedule 2**, the term “current client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term “former client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term “closed client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland’s representation rather than its potential listing in Kirkland’s conflicts search system. The list generated from Kirkland’s conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with “former clients” or “closed clients” for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.

26. Of the entities listed on **Schedule 2**, only two represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on June 30, 2023. Proofpoint Inc. and its affiliates (collectively, "**Proofpoint**") are significant customers of certain of the Debtors and are portfolio companies of Thoma Bravo LP. Thoma Bravo LP and its affiliates (collectively, "**Thoma Bravo**") represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on June 30, 2023. Additionally, certain lenders to the Debtors, including, among others, Bain Capital Credit, LP, are affiliates of Kirkland client Bain Capital, LLC, and are clients of Kirkland or are advised by clients of Kirkland. Bain Capital, LLC, represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on June 30, 2023. Kirkland has not represented, and will not represent, Proofpoint, Thoma Bravo, Bain Capital Credit, LP, or Bain Capital, LLC in connection with these chapter 11 cases. I do not believe that any current or former representation of Proofpoint, Thoma Bravo, Bain Capital Credit, LP, or Bain Capital, LLC precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

27. Kirkland's conflicts search of the entities listed on **Schedules 1(a) – 1(q)** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of my knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

28. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able

to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the United States Trustee for the District of New Jersey (the “U.S. Trustee”), any person employed by the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of New Jersey, except as disclosed or otherwise described herein.

29. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

30. Generally, it is Kirkland’s policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

31. From time to time, certain former partners of Kirkland are entitled to compensation for a limited period of time following their departure from the firm.

32. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

33. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance

companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

34. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Holders of Equity Interests in the Debtors.

35. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, BC Partners, Inc., and its affiliates (collectively, "**BC Partners**") on a variety of matters. Specifically, prior to the Petition Date, Kirkland previously represented BC Partners in connection with certain explored transactions relating to the Debtors' corporate form. The last time billed to that matter was January 17, 2023, and the matters are closed in Kirkland's conflicts system. BC Partners owns approximately 37.9% of the equity interests in Cyxtera Technologies, Inc. and is represented by Latham & Watkins LLP in these chapter 11 cases. Kirkland has not represented, and will not represent, BC Partners in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. Any matters regarding BC Partners in these chapter 11 cases will be handled by Katten Muchin Rosenman LLP or Cole Schotz in their capacities as conflicts counsel to the Debtors. All current and prior Kirkland

representations of BC Partners have been in matters unrelated to these chapter 11 cases. I do not believe that Kirkland's current or prior representation of BC Partners precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

36. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Blue Owl Capital Finance, Inc., and its affiliates (collectively, "**Blue Owl**") on a variety of matters. Blue Owl owns approximately .832% of the equity interests in Cyxtera Technologies, Inc. Kirkland has not represented, and will not represent, Blue Owl in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. All current and prior Kirkland representations of Blue Owl have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Blue Owl precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

B. Connections to Officers and Directors.

37. As disclosed below and on **Schedule 2**, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. I do not believe that Kirkland's current or prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

38. Scott D. Vogel, Frederick Arnold, and Roger Meltzer are directors of certain of the Debtors and currently serve, have served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Scott D. Vogel, Frederick Arnold,

and Roger Meltzer serve or served in management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

39. Eric Koza, Chief Restructuring Officer of Cyxtera Technologies Inc., currently serves, has served, or may serve from time to time, in various management and/or director capacities of certain Kirkland clients or affiliates thereof. I do not believe that Kirkland's current or prior representation of clients for which Eric Koza serves or served in a management or director capacity precludes Kirkland from meeting the disinterested standard under the Bankruptcy Code.

C. Connections to Other Entities.

40. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, NRG Energy Inc. and various of its subsidiaries and affiliates (collectively, "NRG Energy") on a variety of matters. NRG Energy is a letter of credit party in these chapter 11 cases. Kirkland's current and prior representations of NRG Energy have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, NRG Energy in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of NRG Energy precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

41. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, Permira Advisers Ltd. and various of its subsidiaries, affiliates, and employees (collectively, "Permira") on a variety of matters. Permira is a contract counterparty of the Debtors in these chapter 11 cases. Kirkland's current and prior representations of Permira have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Permira in connection with any matter in these chapter 11 cases during the pendency

of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of Permira precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

42. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Blackstone Inc., Deutsche Bank AG, KKR & Co, Inc., and/or certain of their respective affiliates and subsidiaries, in a variety of matters. These parties and/or certain of their affiliates (collectively, the "Landlords") are landlords in these chapter 11 cases. Kirkland's current and prior representations of the Landlords have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Landlords in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of the Landlords precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

43. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Barclays Bank PLC, Credit Suisse Group AG, HSBC Holdings plc, Jefferies Financial Group Inc., Macquarie Group Ltd., PNC Financial Services Group, Inc., Eaton Vance Management, and/or certain of their respective affiliates and subsidiaries, in a variety of matters. These parties and/or certain of their affiliates (collectively, the "Lenders") are lenders in these chapter 11 cases. Kirkland's current and prior representations of the Lenders have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, the Lenders in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of the Lenders precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

D. Potential M&A Transaction Counterparties.

44. The Debtors are in discussions with certain parties (and may be in discussions with other parties in the future) regarding potential M&A transactions regarding the Debtors and their businesses. Due to the inherently competitive nature of this process, it is imperative that the identities of these potential M&A counterparties remain confidential. The Debtors have disclosed to the U.S. Trustee the identities of the potential M&A counterparties and Kirkland's connections to such potential counterparties, and Kirkland believes such disclosure is sufficient and reasonable under the circumstances and at this time. However, should the Court request disclosure of the identities of the potential counterparties, the Debtors are prepared to file with the Court under seal a version of this Declaration that contains a schedule of the potential M&A counterparties and Kirkland's connections to such potential M&A counterparties. For the avoidance of doubt, Kirkland will not represent any of the potential M&A counterparties in connection with any matter in these chapter 11 cases.

E. Other Chapter 11 Professionals.

45. As disclosed on Schedule 2, Kirkland currently represents, and in the past has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seeks to retain in connection with these chapter 11 cases. Kirkland's current and prior representations of these professionals have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, any such professionals in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland's current or prior representation of these professionals precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

46. The Committee’s proposed financial advisor is Alvarez & Marsal Holdings, LLC. The Debtors’ proposed information officer *In the Matter of Cyxtera Technologies Inc.*, (2023) Court File No. 2301-07385 (Can. Alta. KB) is also Alvarez & Marsal Holdings, LLC. As disclosed on **Schedule 2**, Kirkland represents Alvarez & Marsal, Inc. (“**A&M Inc.**”), Alvarez & Marsal Capital, LLC (“**A&M Capital**”), AMCP Security Holdings L.P. / Centerra Group, LLC, Alvarez & Marsal Tax and UK LLP, and affiliated entities in matters unrelated to the Debtors and these chapter 11 cases. In addition, subject to the parameters discussed in the Kirkland Attorney and Employee Investments section of this Declaration, Kirkland person(s) have invested in one or more funds affiliated with A&M Capital. I do not believe that Kirkland’s representation of these parties precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

47. The Debtors’ proposed financial advisor is AP Services, LLC (together with certain of its affiliates, “**APS**”).¹² APS will provide the Debtors with a Chief Restructuring Officer (“**CRO**”) (Eric Koza) and a Deputy Chief Restructuring Officer (“**DRCO**”) (Raymond Li) and certain additional APS personnel to assist the CRO and DCRO in the performance of their duties. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, APS on a variety of matters. Kirkland’s current and prior representations of APS have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, APS in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of APS precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

¹² APS is an affiliate of AlixPartners, LLP.

48. On June 6, 2023, the Court approved Kurtzman Carson Consultants LLC (“KCC”) as the Debtors’ noticing and claims agent.¹³ Certain former Kirkland attorneys and professionals are currently employed by KCC. Though previously employed by Kirkland, any work provided by these former Kirkland employees is unrelated to the Debtors and these chapter 11 cases. I do not believe these connections preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

49. The Debtors’ proposed investment banker is Guggenheim Securities LLC (and together with certain of its affiliates “Guggenheim”). As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Guggenheim on a variety of matters. Kirkland’s current and prior representations of Guggenheim have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Guggenheim in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that Kirkland’s current or prior representation of Guggenheim precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

50. The Ad Hoc First Lien Group has retained Houlihan Lokey Capital, Inc. as their investment banker. As disclosed on **Schedule 2**, Kirkland currently represents, and in the past has represented, Houlihan and certain of its affiliates (collectively, “Houlihan”) on a variety of matters. Kirkland’s current and prior representations of Houlihan have been in matters unrelated to the Debtors or these chapter 11 cases. Kirkland has not represented, and will not represent, Houlihan in connection with any matter in these chapter 11 cases during the pendency of these chapter 11

¹³ See Order (I) Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Claims and Noticing Agent Effective as of the Petition Date and (II) Granting Related Relief [Docket No. 67].

cases. I do not believe that Kirkland's current or prior representation of Houlihan precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

F. Kirkland Attorney and Employee Investments.

51. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland's knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

52. From time to time one or more Kirkland partners and of counsel voluntarily choose to form an entity (a "Passive-Intermediary Entity") to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity's formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland's partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has

no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund's underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds ("Known Holdings"), such Known Holdings are submitted to Kirkland's conflict checking system.

53. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

G. Other Disclosures.

54. Certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Kirkland that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have been able to ascertain,

I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors in these chapter 11 cases.

55. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co. JP Morgan Chase Bank, N.A. and certain of its affiliates are among the Debtors' letter of credit issuers. Out of an abundance of caution, Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

56. Kirkland currently represents, and formerly has represented, Bank of America, N.A. ("Bank of America") and certain of its affiliates, in a variety of matters. Bank of America is a cash management bank in these chapter 11 cases. Kirkland's representations of Bank of America, in the aggregate, accounted for less than one percent of Kirkland's fee receipts for the twelve-month period ending on June 30, 2023. All of Kirkland's current and prior representations of Bank of America have been unrelated to the Debtors and these chapter 11 cases. I do not believe that Kirkland's representation of Bank of America precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

57. Furthermore, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

58. The spouse of Kirkland associate Christopher Grady is employed by PNC Financial Services Group, Inc., one of the Debtors' lenders. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

59. Reginald Brown, a Kirkland partner, is a board member of Blackstone Inc., an affiliate of one of the Debtors' landlords. I do not believe that this connection precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

60. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

61. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of

the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

[Remainder of page intentionally left blank.]

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

Dated: June 30, 2023

Respectfully submitted,

/s/ Christopher Marcus

Christopher Marcus
as President of Christopher Marcus, P.C., as
Partner of Kirkland & Ellis LLP; and as Partner
of Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Christopher Marcus in Support of the Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023* (the "Marcus Declaration").¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Marcus Declaration, matching the incomplete or ambiguous name.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Marcus Declaration.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Non-Debtor Affiliates
1(c)	Current and Former Officers & Directors
1(d)	Significant Equity Holders
1(e)	Banking Relationships
1(f)	Bankruptcy Professionals
1(g)	Contract Counterparties
1(h)	Insurance
1(i)	Landlords
1(j)	Lenders
1(k)	Letter of Credit Parties, Sureties & Brokers
1(l)	Ordinary Course Professionals
1(m)	Taxing Authorities
1(n)	Top 30 Unsecured Creditors
1(o)	U.S. Trustee Personnel and Bankruptcy Judges
1(p)	Utilities Providers
1(q)	Vendors

SCHEDULE 1(a)

Debtors

Cyxtera Canada, LLC
Cyxtera Canada TRS, ULC
Cyxtera Communications Canada, ULC
Cyxtera Communications, LLC
Cyxtera Data Centers, Inc.
Cyxtera DC Holdings, Inc.
Cyxtera DC Parent Holdings, Inc.
Cyxtera Digital Services, LLC
Cyxtera Employer Services, LLC
Cyxtera Federal Group, Inc.
Cyxtera Holdings, LLC
Cyxtera Management, Inc.
Cyxtera Netherlands, BV
Cyxtera Technologies, Inc.
Cyxtera Technologies, LLC
Cyxtera Technologies Maryland, Inc.

SCHEDULE 1(b)

Non-Debtor Affiliates

BCEC-SIS Holdings LP
Century Link Australia Pty Ltd.
Century Link Japan Ltd.
Century Link UK Ltd.
Colorado Buyer Inc.
Colorado New Communications LLC
Cyxtera Australia Pty. Ltd.
Cyxtera Brasil Colocation E Data Center Ltda
Cyxtera Cayman DC
Cyxtera Communications Canada Inc.
Cyxtera Federal Group TRS, LLC
Cyxtera Germany GmbH
Cyxtera Germany TRS GmbH
Cyxtera Hong Kong Ltd.
Cyxtera Japan Ltd.
Cyxtera Receivables Holdings, LLC
Cyxtera Singapore Pte. Ltd.
Cyxtera Singapore TRS Pte. Ltd.
Cyxtera Technology UK Ltd.
Cyxtera UK TRS Ltd.
Mundo Merger Sub 2 LLC
Saavis Communications Canada Inc.
Savvis Canada LLC
Savvis Communications Corp.
Savvis Communications LLC
Savvis Inc.
Starboard Value Acquisition Corp.

SCHEDULE 1(c)

Current and Former Officers & Directors

Ahmed, Fahim
Arnold, Frederick
Barnett, Frank
Barry, Holland
Cargnin, Felipe Gabriel Machado
Diercksen, John W.
Filho, Ramon Fernandez Aracil
Fonseca, Mitch
Fonseca, Nelson
Keasey, David
Koza, Eric
Li, Raymond
Medina, Manuel D.
Meltzer, Roger
Phillips, Benjamin
Reynolds, Justin
Scyrkels, Brad
Sagasta, Carlos
Semah, Victor F.
Vogel, Scott
Waters, Greg

SCHEDULE 1(d)

Significant Equity Holders

BCEC-SIS Holdings LP
Cede & Co.
Cyxtera Management SIS Holdings LLC
FMR LLC
Greene, Robert L.
Harrison, Paul Light
Lumen Technologies Service Group LLC
McNulty, Martin D., Jr.
Medina Capital Fund II - SIS Holdco LP
Medina Capital Fund II SIS Holdco LP
Owl Rock Technology Finance Corp.
Schulze, Trent
Starboard Value & Opportunity C LP
Starboard Value & Opportunity Master Fund L LP
Starboard Value & Opportunity Master Fund Ltd.
Starboard Value & Opportunity S LLC
Starboard Value LP
Starboard X Master Fund Ltd.
SVAC Sponsor LLC
Teacher Retirement Systems of Texas

SCHEDULE 1(e)

Banking Relationships

Bank of America
Citibank NA
Mizuho Bank

SCHEDULE 1(f)

Bankruptcy Professionals

AlixPartners
Alvarez & Marsal
Cole Schotz PC
FTI Consulting Inc.
Gowling Wlg
Guggenheim
Joele Frank
Katten Muchin Rosenman LLP
Konowalchuk, Orest
Kurtzman Carson Consultants LLC
MacRae, Duncan
Park, Quinn
Riglin, Cassie

SCHEDULE 1(g)

Contract Counterparties

2Evolve Technologies Inc.	Avant Communications Inc.
36th Street Capital Partners LLC	Bank of America
AB&T Telecom LLC	Bankdirect Capital Finance
ABB Inc.	BCM One Inc.
Accenture	Bechtel Direct
Accessfloorsystems.com Inc.	Big Valley Marketing
Acco Engineered Systems Inc.	Biggs Cardosa Associates Inc.
Accu-Tech Corp.	Black Box Network Services
Ace Electrical Contractors Inc.	Blackline Systems Inc.
Aci Solutions	Blueshirt Group LLC, The
Acliviti	Boland Trane Services Inc.
ACM ELF ST LLC	Boston Ltd.
Acuity Technologies	Brander Group Inc.
Adobe Cloud	Brandt Cos. LLC, The
ADT Commercial LLC	Bridgepointe Technologies Inc.
Advanced Micro Devices	Brightvault
Advanced Technical Solutions LLC	Brunello Cucinelli USA
Advantage Communications Group	Business Moves Group
Advoda LLC	Businesswire
Agitare Technologies Inc.	ByteDance
Ainet	Bytes
Akamai	C&L Contractors Ltd.
Allan Briteway Electrical Utility Contractors	C&P Paint LLC
Allodus International Consulting Inc.	C.J. Maintenance Inc.
Alteryx Inc.	California Wire Products Corp.
Altos Building Maintenance	Capcon Networks LLC
Alyce - Platform	Capgemini
American Data Center Solutions LLC	Carrier Access Inc.
American Help Desk	Carrier Corp.
Apex Datacom LLC	Carrierbid Communications
Apex Systems LLC	CDW Direct LLC
Appleby Strategy Group LLC	Centre Technologies
Appsmart Agent Services Inc.	CenturyLink Communications LLC
Ardham Technologies	CenturyLink Master Service Agreement
Ariba Inc.	Chicago Mercantile Exchange Inc.
Arrow Enterprise Computing Solutions Inc.	Chili Piper
Asphalt Surfacing Inc.	Choice Solutions
Association Resource Group Inc.	Cleveland Electric Co.
AT&T	Cloudinsyte
Atos	Cloudwix LLC
Automated Logic Contracting Services Inc.	Clune Construction Co. LP
Automatic Suppression & Alarm Systems	Coalfire Systems Inc.

Coforge Ltd.
Cognizant
Colo Advisor
Colopeople
Communications Engineering Consultant
Compu Dynamics LLC
Comtel Communications
Container Systems Inc.
Contrac IT
Converged Network Services Group
Convergint Technologies
Core Business Services LLC
Corporate Creations International
Covalense Digital Solutions LLC
Cozzi Consulting
CPG Beyond Inc.
Cresa MCS
Critical Hvac Systems LLC
Crowdstrike Inc.
CR-T
CS Technology Inc.
CSC Domain
CTG3 LLC
Cummings Electrical LP
Cummins Sales & Service
Daikin Applied Americas Inc.
Dasher
Data Center Hawk LLC
Data Center Map
Data Center Technologies Inc.
DataSolutions Distribution Ltd.
Datanpan Holdings Inc.
Datavision Inc.
DC Group Inc.
Dell
Dell Marketing LP
Demandbase - Platform
Dinan Inc.
DJS Group
DocuSign Inc.
Donmac Data Ltd.
DRFortress
DXC
DXC Technology
Dynalectric Co.
E2 Optics LLC
Earthsafe Systems Inc.
Eaton Corp.
Eclipse Telecom LLC
ECT Tekecin
Edge Solutions
Edgevana Inc.
Edjx
EEC Services International Ltd.
Electronic Support Systems Inc.
Enterprise Vision Technologies Inc.
Eplus Group
ePlus Technology Inc.
Equinix Do Brazil
Equinix Inc.
ESI Electrical System Inc.
Etrade Financial Corporate Services Inc.
Excel Mechanical Systems Inc.
Fast Blue Communications Inc.
FICO
Financial Accounting Standards Board
First National Capital LLC
First Point Mechanical Services LLC
Flashforward ICT
Flexworx LLC
Focal Point Data Risk LLC
Franklin Electric Co. Inc.
Front Range Asphalt Maintenance LLC
Fujitsu Ltd.
Fujitsu Services Ltd.
Future Tech Enterprise Inc.
G Treasury SS LLC
Gartner Inc.
Geminos.Ai
Genelco Inc.
Getty Images
Global Communications LLC
Global Linking Solutions Inc.
Global Systems Telecom Inc.
Globalnet Communications
GMC Commissioning Inc.
Granite Communications Inc.
Groupware
GT Edge Solutions
Harbor Solutions
HCI Systems Inc.
Hermanson Co. LLP

Hewlett Packard Enterprise Co.
Hewlett Packard Financial
Hewlett Packard International Bank DAC
Highlands Telecommunications Services
LLC
Hitt Contracting Inc.
Hogan Consulting Group
Holmans USA Corp
Holt Cat
Howden Specialty
HPE Financial Services Canada Co.
IBM Corp.
Iconix Critical Solutions LLC
Ideal Integrations Inc.
Illuminate Electric LLC
Immedion LLC
Indigo Telecom
Infinite Computer Solutions Inc.
Influ2 Inc.
Infosys Ltd.
Infovision Inc.
Ingram Micro Inc.
Ingram Micro UK Ltd.
Insight - PCM
Insight Connections Group Ltd.
Integrity Network Solutions LLC
Intelisys Inc.
Intelligent Waves LLC
Intellys Corp.
Interactive Telecom Solutions Ltd.
Interagt Corp.
Intercom IO
Intermountain Electronics Inc.
International Integrated Solutions Ltd.
Interxion Ltd.
IO Phoenix One LLC
Ipayables Inc.
Ipresent
IQ Wired Inc.
Iron Mountain Data Centers LLC
Issquared Inc.
Jamerson & Bauwens Electrical Contractors
Inc.
Jet Electrical Testing LLC
Jett Enterprises LLC
Kayble Group, The
Kelyn Technologies Inc.
Kenfield Metal Products Ltd.
Kentik Technologies Inc.
Kernohan, Daniel
Lantro Vision NA Inc.
LDM Products Inc.
Leadlander
LexisNexis
Lightstream Communications Inc.
Lincollogix Inc.-Netascent
LinkedIn
LinkedIn Corp.
Liquid Networx Inc.
Logan Pass Construction LLC
Lucid Software Inc.
Lucidpoint Inc.
Lumen Technologies Inc.
LVB Switchgear Services Ltd.
Lync Virtual Technology Services LLC
Lyncon Construction Inc.
Magnitude Software Inc.
Marco Inc.
Mayflower Commercial Cleaning Inc.
McCollister's Technical Services Inc.
MCS Opco LLC
Mediafly
Mega - Power Inc.
Megaport (USA) Inc.
Megawatt Electrical
Mejeticks Inc.
Metadata
MetTel Inc.
MFXchange US Inc.
Microcorp LLC
Microsoft Online Inc.
MicroTech
Mid-Atlantic Power Specialists Inc.
Mid-Atlantic Service 360
Midwest Telecommunications Consulting
Inc.
Mimecast
Mitel Network Services Agency
Modern Heating & Air Conditioning LLC
Monday.com
Moody's Investor Service
MSI Mechanical Systems Inc.

MTM Technologies Inc.
Nalco Co.
Nasdaq Stock Market LLC, The
National Electric
Nationwide Communications Inc.
Network & Technology Solutions Inc.
New Tech Solutions Inc.
NextGen UX
Nexus Alarm & Suppression
Norseman Inc.
NSC Facility Management LLC
NVIDIA
NYSE Group
Ochs Service Inc.
One.Tel Ltd.
Onenet Global
Optiv Security Inc.
Opus Interactive Inc.
Oracle America Inc.
ORR Protection Systems Inc.
Otis Elevator Co.
Pacific Coast Trane Sales & Service
Packet Fusion Inc.
ParsonsKellogg LLC
partnerTEL-LCTS TRNS
PB&J Partners LLC
PCCW Ltd.
Peak+
Pearson
Pegasus Technology Solutions
Peterson Power Systems Inc.
Pfister Roofing
Pinnacle Business Solutions Inc.
Pinnacle Technology Partners Corp.
PlanetOne Communications
Polteq Test Service BV
Post Road Equipment Finance LLC
Power Cool Engineers PLLC
Power Distribution Inc.
Power Solutions LLC
Power Storage Solutions
Praetorian Power Protection LLC
Presidio Networked Solutions Inc.
Primary Integration Solutions Europe Ltd.
Primary Integration Solutions Inc.
Prime Electric Inc.
Prism DCS Ltd.
Promark Technology Inc.
Proofpoint
Pure Storage
Quality Uptime Services
Qualys
Quick Solutions LLC
Radical Consulting LLC
Rahi Systems
RampRate Inc.
Rapid Access Communication Enterprises
Inc.
Rapid Solutions LLC
Rayner Holdings Ltd.
Raytheon Co.
Realcom Solutions LLC
Reciprocal Group, The
Red River LLC
Refinitiv
RK Electric Inc.
Robert Derector PE PC
Roblox
ROI Communications
Rosendin Electric Inc.
Ryan Tax Compliance Services LLC
S&P Global Market Intelligence LLC
Salesforce
Salesloft - Platform
Sandler Partners
SAP
SAP America Inc.
SBE Electrical Contracting Inc.
Scan Computers International Ltd.
Schneider Electric IT Corp.
Securitas Canada Ltd.
Securitas Security Services USA Inc.
Selector Software Inc.
Semrush
Sequoyah Electric LLC
Serviam LLC
ServiceNow Inc.
SHI International Corp.
Siemens Industry Inc.
Simplify Inc.
Sirius Computer Solutions
SJ Solutions

Sky Technology Partners
Smartlook
Softcat Plc
Solorzano, Ariel E.
Southwire Co. LLC
Space DCS Pte. Ltd.
Spearhead Networks Inc.
Specialty AC Products
Spectrum Technologies LLC
Spico Solutions Inc.
Spoon - Event Support
Spoon Exhibit Services Inc.
Stratacore
Streamline LLC
Structure Tone LLC
Subzero Engineering
Summit 7 Systems LLC
Sunbelt Controls Inc.
Superior Automatic Sprinkler Co.
Superior One Electric Inc.
Switch Ltd.
Synchronoss
Synopsis
Talent Wise Inc.
Taylor Consulting & Contracting
TD Synnex UK Ltd.
Technoguard Inc.
TekEfficient Inc.
TelAdvocate Communications
Telarus
Telecom Brokerage Inc.
Telecom Consulting Group
TeleDomani Inc.
Telehouse International
TELEHOUSE International Corp. of
America
TeleProviders Inc.
Telmac Corp.
TetherView
Therma LLC
Thomson Reuters
Thunder Consulting Inc.
Tidal Time Solutions LLC
Total Filtration Services Inc.
Total Telecom Management
Trane Co.
Trane US Inc.
Trustco Plc
TSX Inc.
Ultimate Service Associates
Unitas Global Inc.
Upstack Inc.
UT-Services
Venicom
Verity Commercial LLC
Vertex Inc.
Vertiv Corp.
ViON Corp.
Virtual Innovation
Virtual Telecomm LLC
W.E. Bowers Inc.
W.W. Grainger Inc.
WB Electric Inc.
Webair Internet Development Inc.
Western Telecom Group LLC
Westven
Wilson James Ltd.
Wingspire Equipment Finance LLC
Wistia
WithSecure Inc.
Workiva Inc.
World Fuel Services Inc.
WTG2
WWT
X4 Communications
Xactly Corp.
Xela Communications LLC
Xitenys
Xor Security
Zadara Storage Inc.
Zayo Group LLC
Zenlayer
Zeplin
Zoho Corp.
Zoom Video Communications Inc.
Zoominfo

SCHEDULE 1(h)

Insurance

Allied World Assurance Co. (U.S.) Inc.
American International Group Inc.
Aon Consulting Inc.
Aon Risk Services Central Inc.
Aon Risk Services Cos. Inc.
AXA XL - Professional Insurance
AXA XL Specialty Insurance Co.
Beazley Group
Beazley USA Services Inc.
BMS Group Ltd.
Bowhead Specialty Underwriters Inc.
Canopus US Insurance
Catalytic Risk Managers
Chubb
CRC Group
Crum & Forster Specialty Insurance Co.
Hartford, The
Hiscox Insurance Co. Inc.
Ironshore
Liberty Mutual Insurance Co.
Liberty Surplus Insurance Corp.
Lloyd's London
Midvale Indemnity Co.
National Union & Fire Insurance Co. of Pittsburgh
North American Capacity Insurance Co.
QBE Insurance Corp.
Safety Specialty Insurance Co.
Trumbull Insurance Co.
Zurich Insurance Co. Ltd.

SCHEDULE 1(i)

Landlords

1550 Space Park Partners LLC	Stack Infrastructure USA LLC
1919 Park Avenue Associates LLC	Tidan Inc.
4650 Santa Clara Technology Partners LLC	TW Conroy 2 LLC
4700 Santa Clara Technology Partners LLC	
ACPF Nova Data Center LLC	
Compass Datacenters MSP I LLC	
CPUS Irvine Crossing LP	
CyrusOne AMS3 BV	
DCCO Tukwila LLC	
Digital Lakeside LLC	
Digital Nash LLC	
Digital Piscataway LLC	
Digital Realty Trust LP	
Digital Space Park LLC	
Digital Walsh 1 LLC	
Digital Walsh 2 LLC	
Digital Winona LLC	
EastGroup Properties LP	
F.A.A. Technology Partners LLC	
FSP Addison Circle LP	
Global Weehawken Acquisition Co. LLC	
Greenwich View Place Ltd.	
Highlands Ranch Commerce Center LLC	
International Gateway West LLC	
IO Phoenix One LLC	
Iron Mountain Data Centers LLC	
LD Acquisition Co. 16 LLC	
LD Di Holdco LLC	
MAPP Ltd.	
M-C Plaza II & III LLC	
Medina DC Assets LLC	
Neamsby Investments Inc.	
Polaris Realty (Canada) Ltd.	
PRIM BAC Colonnade LLC	
PSB Northern California Industrial	
Redwood DC Assets LLC	
RREEF CPIF 2425 Busse Road LLC	
RS Titan LLC	
Sabey Data Center LLC	
Shaw Road LLC	
SI Chi01 ABS LLC	
Slough Trading Estate Ltd.	

SCHEDULE 1(j)

Lenders

Bain Capital Credit LP
Barclays Bank Plc
Citibank NA
Citicorp North America Inc.
Credit Suisse AG Cayman Islands Branch
Eaton Vance Management
HSBC Bank USA NA
Jeffries Finance LLC
JPMorgan Chase Bank NA
Macquarie Capital Funding LLC
PNC Bank

SCHEDULE 1(k)

Letter of Credit Parties, Sureties & Brokers

1919 Park Avenue Associates LLC
Bank of America
Citibank NA
ComEd
Direct Energy Business LLC
FSP Addison Circle Ltd.
Greystone Power Corp.
JPMorgan Chase Bank NA
M-C Plaza II & III LLC
Pacific Gas & Electric Co.
RREEF CPIF 2425 Busse Road LLC
Salt River Project Agricultural Improvement & Power District
Shakopee Public Utilities Commission
Southern California Edison Co.
Tampa Electric Co.
TW Conroy 2 LLC

SCHEDULE 1(I)

Ordinary Course Professionals

Akin Gump Strauss Hauer & Feld LLP	Schellman & Co.
Altman Solon US LP	Schellman Compliance LLC
Armstrong Teasdale LLP	Segrera Associates Inc.
BDO USA LLP	Shook Hardy Bacon LLP
Blue Torch	Shuttleworth & Ingersoll Plc
Citibank NA	Stutzman, Bromberg, Esserman & Plifka PC
Cohen Tauber Spievack & Wagner PC	Sullivan & Cromwell
D.F. King & Co. Inc.	Venable LLP
Davis Polk & Wardwell LLP	Whiteford, Taylor & Preston LLP
Deloitte & Touche LLP	Willis Towers Watson US LLC
DLA Piper LLP	
Donnelley Financial Solutions	
Ernst & Young Abogados SL	
Ernst & Young U.S. LLP	
Fox Rothschild LLP	
Gibson, Dunn, & Crutcher LLP	
Greenberg Traurig	
H&Co LLP	
Hackett Group, The	
Hilco Real Estate	
Holland & Knight LLP	
Houlihan Lokey Financial Advisors Inc.	
Kenfield Metal Products Ltd.	
Knight Frank LLP	
Kurtzman Carson Consultants LLC	
Latham & Watkins LLP	
Law Office of Paul M. Weltlich	
Lazard Freres & Co.	
Mayer Brown LLP	
Miller & Chevalier Chartered	
Mills & Reeve LLP	
Mintz, Levin, Cohn, Ferris, Glovsky Andpopeo	
Partner Forces LLC	
Pérez-Llorca Abogados SLP	
Polsinelli PC	
PricewaterhouseCoopers LLP	
Primary Integration Solutions Europe Ltd.	
Risk International Services Inc.	
Salles, Franco de Campos, Bruschini Advogados	
SCA Transaction Services	

SCHEDULE 1(m)

Taxing Authorities

Albuquerque, City of (NM), Planning Department	Grant, County of (WA), Treasurer
Arizona, State of, Department of Revenue	Hawaii, State of, Department of Taxation
Aurora, City of (CO), Tax & Licensing	Hillsborough, County of (FL), Tax Collector
Baton Rouge, Parish of (LA), East Baton Rouge Department of Finance - Revenue Division	HM Revenue & Customs
Belastingdienst Apeldoorn	Idaho, State of, Tax Commission
Bernalillo, Count of (NM), Treasurer	Illinois, State of, Department of Revenue
British Columbia, Province of (Canada), Ministry of Finance	Indiana, State of, Department of Revenue
Burbank, City of (CA), Building Division	International Gateway West LLC
Burgess, Wendy, Tax Assessor- Collector	Iowa, State of, Department of Revenue
California, State of, Department of Tax & Fee Administration	Irvine, City of (CA)
California, State of, Franchise Tax Board	Jersey City, City of (NJ), Tax Collector
Canada, Government of, Revenue Agency	Kansas, State of, Department of Revenue
CenturyLink Communications LLC	Kentucky, Commonwealth of, Department of Revenue
Chicago, City of (IL)	King, County of (WA), Treasury
Colorado, State of, Department of Revenue	Los Angeles, County of (CA), Tax Collector
Colorado, State of, Department of Revenue - Taxation Division	Loudoun, County of (VA), Commissioner of the Revenue
Connecticut, State of, Department of Revenue Services	Loudoun, County of (VA), H. Roger Zurn Jr., Treasurer
Cook, County of (IL), Treasurer	Louisiana, State of, Department of Revenue
Coral Gables, City of (FL), Finance Department - Collection Division	Maine, State of, Revenue Services
Corporate Creations Network Inc.	Maricopa, County of (AZ), Treasurer's Office
Deerns UK Ltd.	Maryland, State of, Comptroller - Revenue Administration Division
Delaware, County of (PA), Auditor	Massachusetts, Commonwealth of, Department of Revenue
Denver, City & County of (CO)	Miami Dade, County of (FL), Tax Collector
District of Columbia, Government of the	Miami-Dade, County of (FL)
Douglas, County of (CO), Treasurer	Michigan, State of, Department of Teasury
Douglas, County of (GA), Occupational Tax Department	Middlesex, County of (NJ), Tax Collector
Douglas, County of (GA), Tax Commissioner	Millan, Nancy C., Tax Collector
DuPage, County of (IL), Collector	Minnesota, State of, Department of Revenue
El Segundo, City of (CA)	Minnesota, State of, Secretary of State - Business Services
Florida, State of, Department of Revenue	Mississippi, State of, Tax Commission
Garrison DC Property Management Ltd.	Missouri, State of, Department of Revenue- Taxation Division
Georgia, State of, Department of Revenue	Monroe, City of (LA), Taxation of Revenue Division
	Nevada, State of, Sales/Use Tax

Nevada, State of, Secretary of State
New Hampshire, State of, Department of Revenue Administration
New Jersey, State of, Sales & Use Tax
New Mexico, State of, Taxation & Revenue Department
New Orleans, City of (LA), Department of Finance Bureau of Revenue - Sales Tax
New York City, City of (NY), Department of Finance
New York, State of, Corporation Tax
New York, State of, Department of Revenue
North Carolina, State of, Department of Revenue
North Dakota, State of, Office of State Tax Commissioner
Ohio, State of, Department of Taxation
Oklahoma, State of, Tax Commission
Orange, County of (CA)
Oregon, State of, Department of Revenue
Oregon, State of, Secretary of State
Pennsylvania, Commonwealth of, Department of Revenue
Piscataway, Township of (NJ)
Revenu Québec
Rhode Island, State of, Division of Taxation
Ryan LLC
Santa Clara, City of (CA), Business Tax Unit
Santa Clara, County of (CA), Department of Tax & Collections
Santa Clara, County of (CA), Office of the County Clerk-Recorder
Scott, County of (MN)
Seattle, City of (WA), License & Tax Administration
Slough Borough Council
South Dakota, State of, Department of Revenue
Sunnyvale, City of (CA)
Tennessee, State of, Department of Revenue - Andrew Jackson State Office Building
Texas, State of, Comptroller of Public Accounts
Utah, State of, Tax Commission
Vancouver, City of (WA)

Vermont, State of, Department of Taxes
Virginia, Commonwealth of, Department of Taxation
Waltham, City of (MA), Office of City Clerk
Waltham, City of (MA), Treasurer/Collector's Office
Washington, State of, Department of Revenue
Weehawken, Township of (NJ), Collector
West Virginia, State of, Tax Department
Wisconsin, State of, Department of Revenue
Wokingham Borough Council
Wokingham District Council

SCHEDULE 1(n)

Top 30 Unsecured Creditors

Accu-Tech Corp.
CBRE Investments
Chicago Mercantile Exchange Inc.
Clune Construction Co. LP
Cummins Sales & Service
CyrusOne Inc.
Daikin Applied Americas Inc.
Digital Realty
Hartz Mountain Industries Inc.
Hewlett Packard Enterprise Co.
Hitt Contracting Inc.
ICM Solutions SRL
IPI Partners LLC
Iron Mountain Inc.
Latham & Watkins LLP
Lazard Freres & Co. LLC
Megawatt Electrical
Menlo Equities LLC
Multistack LLC
Pivot Technology Services Corp.
Power Solutions LLC
S&P Global Market Intelligence LLC
Sabey Corp.
Securitas Security Services USA Inc.
ServerFarm LLC
Southwire Co. LLC
Structure Tone LLC
Sullivan & Cromwell LLP
Trane US Inc.
Wingspire Equipment Finance LLC

SCHEDULE 1(o)

U.S. Trustee Personnel and Bankruptcy Judges

Alfaro, Adela
Altenburg, Andrew B., Jr.
Ardelean, Kirsten K.
Arendas, Francyne D.
Artis, Michael
Bielskie, Lauren
Clausen, Joanne E.
D'Auria, Peter J.
Dugan, Dianne P.
Ferguson, Kathryn C.
Fuentes, Neidy
Gambardella, Rosemary
Gerardi, David
Gravelle, Christine M.
Green, Tia
Hildebrandt, Martha
Kern, Joseph C.
Kaplan, Michael B.
Kropiewnicki, Daniel C.
McGee, Maggie
Meisel, Stacey
Nikolinos, Alexandria
Oppelt, Tina L.
Ortiz-Ng, Angeliza
Papalia, Vincent F.
Poslusny, Jerrold N., Jr.
Schneider, Robert J., Jr.
Shaarawy, Adam
Sherwood, John K.
Sponder, Jeffrey
Steele, Fran B.
Stives, James
Vara, Andrew R.
Ziemer, William J.

SCHEDULE 1(p)

Utilities Providers

6DG	Level 3 Communications Singapore Pte. Ltd.
Alectra Utilities	Liander NV
American Electric Power	Loudoun Water
Arapahoe County Water & Wastewater Authority	Maandfactuur Elektriciteit Vattenfall Sales Nederland NV
AT&T	National Grid
Bay Area Air Quality Management District (CA)	Net2Phone
Bensenville, Village of (IL)	Nicor Gas
BP Energy Retail Co. LLC	North Hudson Sewerage Authority (NJ)
Burbank Water & Power	Peel, Region of (Ontario)
Cablevision Lightpath LLC	PG&E
Calpine Energy Solutions	Polaris Realty Canada Ltd.
Capcon Networks LLC	PSE&G Co.
Capitol Waste & Recycling Services	Puget Sound Energy
Cogent	Republic Services
Comcast Business	Republic Services 183
ComEd	Republic Services Inc.
Constellation NewEnergy Gas	Republic Services Inc. - Gardena, CA
Constellation NewEnergy Inc.	Republic Services of Santa Clara County
Delaware County Regional Sewer District (OH)	RS Titan LLC
Del-Co Water Co.	Santa Clara, City of (CA)
Direct Energy Business	Seattle, City of (WA)
Dominion Energy Virginia	Shakopee Public Utilities Commission
El Segundo, City of (CA)	Shaw
Elk Grove, Village of (IL)	Shell Energy Solutions
Eversource	SoCalGas
Fort Worth, City of (TX), Water Department	Southern California Edison
Frontier	Southern California Gas Co.
Granite	Southwest Gas
Greystone Power Corp.	SRP
Highlands Ranch Metro District (CO)	Suburban Waste MN LLC
Highline Water District (WA)	Sunnyvale, City of (CA)
IntelePeer	Symmetry Energy Solutions LLC
Iron Mountain	Tampa Electric
Irvine Ranch Water District (CA)	TELUS
King County Water District No. 20 (WA)	Tempe, City of (AZ)
Level 3 Communications Canada Co.	T-Mobile
Level 3 Communications Japan KK	Tukwila, City of (WA)
Level 3 Communications LLC	Veolia Water New Jersey
	Verizon
	Waltham, City of (MA)

Washington Gas
Waste Management of Virginia Inc.
Xcel Energy Inc.

SCHEDULE 1(q)

Vendors

Aramark Refreshment Services
Ceridian HCM Inc.
Guardian Life Insurance Co., The
Kaiser Permanente
Magne Group Inc., The
Metlife
Optum Bank
Optum Behavioral Health
Principal Financial
Transamerica Life
UKG Inc.
Ultimate Software Group Inc., The
Unitedhealthcare
Vision Service Plan
Work Number, The

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
6DG	CB Icon Aggregator, L.P.	Closed
	Charlesbank Capital Partners, LLC	Current
	Charlesbank Credit Opportunities Fund II, Limited Partnership	Former
	Charlesbank Credit Opportunities Fund III, Limited Partnership	Current
	Charlesbank Equity Fund X GP, Limited Partnership	Current
	Charlesbank Technology Opportunities Fund, Limited Partnership	Current
ABB Inc.	ABB Ltd.	Current
Accenture	Accenture LLP	Current
CS Technology Inc.	Accenture plc	Current
ADT Commercial LLC TD Synnex UK Ltd.	Apollo Capital Management, L.P.	Current
	Apollo Global Management, Inc.	Current
	Apollo Global Real Estate Management LP	Current
	Apollo Infrastructure Opportunities Fund II LP	Closed
	Apollo Management International LLP	Current
	Apollo Principal Holdings IX LP	Closed
	Marc Rowan Tech Data Corp.	Former Current
Alvarez & Marsal	A&M Capital Advisors Europe, LLP	Current
	A&M Capital Advisors GP, LLC	Current
	A&M Capital Advisors LLC	Current
	A&M Capital Advisors LP	Current
	A&M Capital Europe, SCSp	Current
	A&M Capital Europe-GP Associates, LP	Current
	A&M Capital Opportunities Fund, LP	Current
	A&M Capital Opportunities-GP Associates, LP	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	A&M Capital Partners, LLC	Current
	A&M Capital-GP Associates, LP	Current
	A&M Capital-GP Holdings, LP	Current
	A&M Opportunities Fund	Current
	Alvarez & Marsal AMCO Partners Fund, LP	Current
	Alvarez & Marsal Capital LLC	Current
	Alvarez & Marsal Capital, LP	Current
	Alvarez & Marsal Europe LLP	Former
	Alvarez & Marsal Holdings LLC	Current
	Alvarez & Marsal Inc.	Current
	Alvarez & Marsal Partners Buyout Fund, LP	Current
	Alvarez & Marsal Partners Europe Buyout Fund, LP	Current
	Alvarez & Marsal Partners Europe Fund, LP	Current
	Alvarez & Marsal Partners Fund, LP	Current
	Alvarez & Marsal Partners Opportunities Fund, LP	Current
	AMCP Staffing Buyer Holdings, Inc.	Current
	AMCP Staffing Holdings GP, LLC	Current
	AMCP Staffing Holdings, LP	Current
	AMCP Staffing Intermediate Holdings I, LLC	Current
	AMCP Staffing Intermediate Holdings II, LLC	Current
	AMCP Staffing Intermediate Holdings III, LLC	Current
	Barbara Gould	Current
	Edward Simon Middleton	Former
	Jonathan Marston	Current
	Mark Firmin	Current
	Wesley Arthur Edwards	Former
	Wing Sze Tiffany Wong	Former
American International Group Inc. National Union & Fire Insurance Co. of Pittsburgh	AIG DECO Fund I LP AIG DECO Fund II LP	Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	National Union Fire Insurance Company of Pittsburgh, PA	Current
Aon Consulting Inc. Aon Risk Services Central Inc. Aon Risk Services Cos. Inc.	Aon Affinity Administradora de Beneficios Ltda. Aon Financial Services Group, Inc. Aon Holdings Corretores de Seguros Ltda. Aon Risk Services Central Inc. Aon Risk Services Cos. Inc. Aon Risk Services Northeast Inc. Aon Risk Services Southwest, Inc. Aon Risk Solutions Aon Services S.a.r.l. Keith R. Moore	Former Current Former Current Current Former Current Current Current Former
Apax Partners LLP Coalfire Systems Inc.	Apax Apax Digital LP Apax Europe V, L.P. Apax Europe VI LP Apax Europe VII LP APAX Excelsior VI, L.P. APAX Excelsior VI-A C.V. APAX Excelsior VI-B C.V. Apax Foundation Apax IX EUR Apax IX USD Apax Partners Apax Partners Europe Managers Ltd. Apax Partners LLP Apax VIII EUR Apax VIII USD Coalfire Systems Inc.	Current Current Current Current Current Current Current Current Closed Current Current Current Closed Current Current Current Current
AT&T	AT&T Corp. AT&T Inc. AT&T Services, Inc. Be Sunshine, LLC DIRECTV Enterprises, LLC DIRECTV Group Holdings, LLC	Current Current Current Current Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	James Hildebrandt Mark Nunnelly Michel G.P. Plantevin Paul Edgerley Pavninder Singh Wilma Choi	Current Former Current Former Current Current
Bank of America	Banc of America Securities LLC Bank of America Corp. Bank of America Merrill Lynch Bank of America Securities Ltd. Benjamin Klein BofA Securities Inc. Graham Mandl Merrill Lynch (Asia Pacific) Limited	Current Current Closed Former Current Current Current Closed
Bankdirect Capital Finance CRC Group	BB&T Corp. BB&T Insurance Holdings, Inc. SunTrust Banks, Inc. Truist Bank Truist Financial Corporation	Former Current Former Current Current
Barclays Bank Plc	Barclays Capital Inc. Barclays Securities Inc.	Current Current
Blue Torch	Blue Torch Capital LP	Closed
BMS Group Ltd.	BMS Group Ltd. Preservation Capital Partners Ltd.	Current Current
BMS Group Ltd.	BMS Group Ltd. British Columbia Investment Management Corp. QuadReal Property Group Limited Partnership	Current Current Current
BP Energy Retail Co. LLC	BP America - Deepwater BP America - Tank Fund BP America Inc. & various of its affiliates BP America Production Company BP Products North America Inc. BP Singapore Pte. Ltd	Current Current Current Closed Current Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Lightsource BP Renewable Energy Operations, LLC	Current
Businesswire	Berkshire Hathaway Inc. BHE Renewables, LLC BNSF Railway Brilliant National Services, Inc. FlightSafety International Inc.	Current Current Current Current Current
ByteDance	ByteDance (HK) Limited	Closed
Calpine Energy Solutions	Calpine Corporation Calpine Energy Services LP Calpine Energy Solutions LLC	Current Current Closed
Canada, Government of, Revenue Agency	Canada Pension Plan Investment Board CPP Investment Board CPPB Canada Inc. CPPIB Asia Inc. Public Sector Pension Investment Board	Current Current Closed Current Current
Capgemini	Capgemini SE	Former
CDW Direct LLC Focal Point Data Risk LLC Sirius Computer Solutions	CDW Corporation CDW LLC Sirius Computer Solutions Holdco, L.P.	Current Current Current
Century Link Australia Pty Ltd. Century Link Japan Ltd. Century Link UK Ltd. CenturyLink Communications LLC CenturyLink Master Service Agreement Level 3 Communications Canada Co. Level 3 Communications Japan KK Level 3 Communications LLC Level 3 Communications Singapore Pte. Ltd. Lumen Technologies Inc.	Lumen Technologies, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Lumen Technologies Service Group LLC Lumen Technologies Service Group LLC Saavis Communications Canada Inc. Savvis Canada LLC Savvis Communications Corp. Savvis Communications LLC		
Chicago, City of (IL)	City of Chicago	Former
Chubb	Chubb Bermuda Insurance Ltd.	Current
Citibank NA Citicorp North America Inc.	Citigroup Global Markets Asia Ltd. Citigroup Global Markets Europe AG Citigroup Global Markets Inc. Citigroup Inc.	Former Closed Current Current
Cognizant	Cognizant Business Services Corporation Cognizant Technology Solutions Corp. Cognizant TriZetto Software Group, Inc.	Current Current Current
Comcast Business	Comcast Cable Communications Management LLC	Closed
ComEd	Commonwealth Edison Co. Exelon Corporation Mountain Creek Power LLC William A. Von Hoene, Jr. Wolf Hollow I Power LLC Wolf Hollow II Power LLC	Closed Former Current Current Current Current
Constellation NewEnergy Gas Constellation NewEnergy Inc.	Constellation Energy Corporation	Current
Convergint Technologies	American Capital Equity Management II, LLC AREG USCD Industrial Portfolio LLC Ares Acquisition Corporation Ares Acquisition Corporation II Ares Alternative Credit Management LLC	Current Closed Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Ares Capital Corporation Ares Capital Management LLC Ares Commercial Real Estate Corporation Ares Corporate Opportunities Fund V LP Ares Corporate Opportunities Fund VI, L.P. Ares Energy Investors Fund V, L.P. Ares Energy Opportunities Fund LP Ares European Real Estate Fund III, L.P. Ares Management Asia (Cayman) Limited Ares Management Asia (Singapore) Pte. Ltd. Ares Management Corp. Ares Management LLC Ares Management Ltd. and its affiliated funds Ares Private Markets Fund Ares Special Opportunities Fund LP Ares Strategic Income Fund Ares US Real Estate Fund X, L.P. Ares US Real Estate Opportunity Fund II, L.P. Ares US Real Estate Opportunity Fund III, L.P. Convergent Technologies GP LLC Convergent Technologies Group L.P. Landmark Equity Advisors, LLC	Current Current Current Former Closed Closed Former Former Current Current Current Current Current Former Current Closed Current Current Current Current Current Current Current
Cook, County of (IL), Treasurer	Circuit Court of Cook County Circuit Court of Cook County's Domestic Violence Division	Current Former
CPUS Irvine Crossing LP	CBRE Caledon Capital Management CBRE Global Investors, Inc. CBRE, Inc.	Closed Closed Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Coldwell Banker Commercial Pacific Properties LLC Coldwell Banker LLC Coldwell Banker Real Estate Services LLC Coldwell Banker Realty Network LLC Coldwell Banker Residential Brokerage Co. Coldwell Banker Residential Brokerage LLC Coldwell Banker Residential Real Estate LLC Coldwell Banker Residential Referral Network Inc.	Current Current Current Current Current Current Current Current
Credit Suisse AG Cayman Islands Branch	Anton Merlushkin Credit Suisse & Co. LLC Credit Suisse (Hong Kong) Limited Credit Suisse AG Credit Suisse AG, Executive Board Credit Suisse Asset Management, LLC Credit Suisse Group AG Credit Suisse Group AG, Executive Board Credit Suisse International Credit Suisse Securities (USA) LLC Credit Suisse Securities Europe Ltd. Credit Suisse Securities, Sociedad de Valores SA Jim Barkley Select Portfolio Servicing, Inc. Yves-Alain Sommerhalder	Former Current Former Current Current Closed Current Current Closed Current Closed Closed Closed Former Current Closed
CyrusOne AMS3 BV Optiv Security Inc.	Cavalry Parent GP LLC, Special Committee of the Board of Directors CyrusOne Holdco LLC KKR Asia Limited	Closed Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	KKR Credit Advisors (EMEA) LLP KKR Credit Advisors (US) LLC KKR Financial Services Company LLC KKR Real Estate Select Trust Inc. Kohlberg Kravis Roberts & Co. LP Kohlberg Management X LLC Optiv Optiv Security Inc. Peter Stavros Pillarstone Italy S.p.A. Terrence Ing	Closed Current Current Closed Current Current Current Current Closed Closed Former
Daikin Applied Americas Inc.	Stevens Equipment Supply, LLC	Closed
Dell Dell Marketing LP	Dell Inc. Dell Technologies Inc. EMC Corp.	Current Current Closed
Deloitte & Touche LLP	Deloitte Consulting LLP Deloitte LLP Deloitte Tax LLP Deloitte USA LLP	Current Current Current Current
Direct Energy Business Direct Energy Business LLC	NRG Energy, Inc.	Closed
Dominion Energy Virginia	Dominion Energy Services, Inc.	Closed
Donnelley Financial Solutions	Yolanda Thoma	Current
DRFortress	David E. Mace GI Partners Philip Yau Richard Magnuson Travis R. Pearson	Former Current Closed Current Current
Etrade Financial Corporate Services Inc.	Morgan Stanley Morgan Stanley & Co. LLC Morgan Stanley Asia Limited Morgan Stanley Infrastructure Inc. Morgan Stanley Infrastructure Partners Morgan Stanley Investment Management Limited	Current Closed Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Morgan Stanley Real Estate Investing Morgan, Stanley & Co. Prime Property Fund	Current Current Closed
FMR LLC	Fidelity Investments	Current
Frontier	Frontier Communications - Midland, Inc. Frontier Communications - Prairie, Inc. Frontier Communications - Schuyler, Inc. Frontier Communications Corporate Services Inc. Frontier Communications Corporation Frontier Communications of Breezewood, LLC Frontier Communications of Canton, LLC Frontier Communications of DePue, Inc. Frontier Communications of Illinois Inc. Frontier Communications of Lakeside, Inc. Frontier Communications of Lakewood, LLC Frontier Communications of Michigan, Inc. Frontier Communications of Mt. Pulaski, Inc. Frontier Communications of Orion, Inc. Frontier Communications of Oswayo River LLC Frontier Communications of Pennsylvania, LLC Frontier Communications of Virginia, Inc.	Closed Closed Closed Closed Current Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Frontier Communications Services Inc. Frontier Directory Services Company, LLC Frontier North Inc. Frontier Security Company Frontier Southwest Incorporated Frontier Telephone of Rochester, Inc. Frontier Video Services Inc.	Closed Closed Closed Closed Closed Closed Closed
G Treasury SS LLC	G Treasury Holdings, LLC GTreasury SS LLC	Current Current
Garrison DC Property Management Ltd.	Azalea Investment Management Pte Ltd. Temasek Holdings (Pte.) Ltd. Temasek Trust Asset Management Pte. Ltd.	Current Closed Current
Georgia, State of, Department of Revenue	State of Georgia	Current
Groupware	American Securities LLC	Current
Guardian Life Insurance Co., The	Avatar Holdings, LLC	Current
Guggenheim	Guggenheim Corporate Funding LLC Guggenheim Credit Services, LLC Guggenheim Partners Investment Management, LLC Guggenheim Partners LLC Guggenheim Securities LLC	Current Current Current Current Closed
Hewlett Packard Enterprise Co. Hewlett Packard Financial Hewlett Packard International Bank DAC HPE Financial Services Canada Co.	Hewlett Packard Enterprise Co. HP, Inc.	Current Current
Houlihan Lokey Financial Advisors Inc.	Houlihan Lokey EMEA, LLP	Closed
HSBC Bank USA NA	HSBC Global Services (UK) Limited HSBC Holdings plc	Current Current
IBM Corp.	IBM Corp.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	International Business Machines Corp. Red Hat, Inc.	Closed Current
Illinois, State of, Department of Revenue	Office of the Governor, State of Illinois	Current
Infosys Ltd.	Infosys Limited	Former
Ingram Micro Inc. Promark Technology Inc.	Platinum Equity, LLC	Current
IPI Partners LLC	ICONIQ Capital, LLC IPI Partners LLC	Current Current
Jeffries Finance LLC	Andrew Whittaker Chris M. Kanoff Jefferies Finance LLC Jefferies Group LLC Jefferies Hong Kong Ltd.	Current Current Current Current Current
Joele Frank	Meaghan A. Repko	Current
JPMorgan Chase Bank NA	Andrew Cohen Highbridge Capital Management, LLC J.P. Morgan AG J.P. Morgan Asset Management Private Equity Group J.P. Morgan Securities Asia Pacific Limited J.P. Morgan Securities LLC JP Morgan Asset Management JPMorgan Asset Management (Europe) SARL JPMorgan Asset Management (UK) Ltd. JPMorgan Chase & Co. JPMorgan Chase Bank NA JPMorgan Funds Limited JPMorgan Infrastructure Investments Fund JPMorgan Investment Management Inc. - Global Special Situations	Current Current Closed Current Former Current Current Current Current Closed Former Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	JPMorgan Investment Management Inc. - Infrastructure Investment Group JPMorgan Investment Management Inc. - Life Sciences Private Capital Kerwin Clayton	Current Current Former
Kurtzman Carson Consultants LLC	GCP Capital Partners LLC	Current
Latham & Watkins LLP	Robert J. Frances Robert T. Buday	Current Current
Lazard Freres & Co.	Lazard, Freres & Co. The Edgewater Funds	Current Current
Lloyd's London	Lloyd's America, Inc.	Closed
Macquarie Capital Funding LLC	FIBRA Macquarie Mexico Macquarie Agricultural Funds Management Limited Macquarie Asset Management Inc. Macquarie Asset Management Mexico SA de CV Macquarie Asset Management Strategic Solutions LLC Macquarie Capital (USA) Inc. Macquarie Capital Group Ltd., U.K. Branch Macquarie Capital Investment Management LLC Macquarie Capital Ltd. Macquarie Capital USA Inc. Macquarie Crop Partners Feeder, L.P. Macquarie Crop Partners, L.P. Macquarie Energy Partners Inc. Macquarie European Infrastructure Fund 7 (MEIF7) Macquarie Fund Advisers Pty Ltd Macquarie GIG Renewable Energy Fund 2 SC Macquarie Global Infrastructure Fund SCSp	Closed Current Current Current Current Former Current Closed Closed Current Current Former Former Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Macquarie Group	Closed
	Macquarie Holdings (U.S.A.) Inc.	Closed
	Macquarie Infrastructure & Real Assets (Europe) Limited	Current
	Macquarie Infrastructure and Real Assets	Current
	Macquarie Infrastructure and Real Assets, Inc.	Current
	Macquarie Infrastructure Partners II	Current
	Macquarie Infrastructure Partners III, L.P.	Current
	Macquarie Infrastructure Partners Inc.	Former
	Macquarie Infrastructure Partners IV, LP (MIP IV)	Current
	Macquarie Infrastructure Partners V	Closed
	Macquarie Infrastructure Partners V, LP (MIP V)	Current
	Macquarie Infrastructure Partners VI, LP (MIP VI)	Current
	Macquarie Investment Management Business Trust	Current
	Macquarie Investments US Inc.	Closed
	Macquarie PF Inc.	Current
	Macquarie Principal Finance Pty Limited, UK Branch	Current
	Macquarie Private Debt Asset Management LLC	Closed
	Macquarie Real Estate Investments Holdings (North America) Inc.	Current
	Macquarie Real Estate Investments Holdings (North America), Inc.	Current
	MAM Alliance Partners, LLC	Current
	MIP IV ECI (AIV), L.P.	Former
	MIP V Holdings LP	Current
	MIP V Waste LLC	Former
	MIRA Americas Inc.	Current
	MIRA Infrastructure Global Solution II, LP (MIGS II)	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	MIRA Infrastructure Global Solution LP (MIGS)	Current
Magnitude Software Inc.	Magnitude Software Inc.	Current
Mimecast	Brian Ruder Permira Advisers LLC Permira Advisers Ltd. Permira Credit Solutions III G.P. Limited Permira Holdings Ltd. Ryan G. Lanpher Thomas Eggemeier Thomas Phillip Guinand	Current Current Current Current Current Current Current Former
Minnesota, State of, Department of Revenue	Minnesota Department of Human Rights Minnesota, State of, Office of the Attorney General	Current Current
Mitel Network Services Agency	SCP EPC UK Limited Searchlight Capital Partners, L.P.	Closed Current
Mizuho Bank	Mizuho Americas LLC Mizuho International plc	Current Former
Nalco Co.	Nalco Company LLC	Current
New York, State of, Corporation Tax New York, State of, Department of Revenue	State of New York	Closed
Oklahoma, State of, Tax Commission	Oklahoma Tax Commission	Closed
Optum Bank Unitedhealthcare	Triple Aim Partners USHealth Group, Inc.	Closed Current
Oracle America Inc.	Oracle America Inc. Oracle Corporation Oracle International Corporation	Closed Current Closed
Owl Rock Technology Finance Corp.	Black Owl Managing LLC Blue Owl Capital UK Limited Blue Owl Capital, Inc. Blue Owl Finance LLC Blue Owl Strategic Solutions Fund	Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Dyal Capital Partners Owl Rock Capital Advisors LLC Owl Rock Capital Corp. Owl Rock Capital Group LLC Owl Rock Capital Holdings LLC Owl Rock Capital Partners LP Owl Rock Technology Advisors LLC	Current Current Current Current Current Current Closed
Pacific Gas & Electric Co. PG&E	Pacific Gas and Electric Company	Former
PCCW Ltd.	Pacific Century Group Holdings HK Limited PCCW Limited PCCW Ltd.	Current Current Current
Pennsylvania, Commonwealth of, Department of Revenue	Office of the General Counsel of Pennsylvania Office of the Governor of Pennsylvania Office of the Secretary of State of Pennsylvania Pennsylvania, Commonwealth of, Office of the Secretary	Current Current Current Closed
Pinnacle Business Solutions Inc.	USABLE Mutual Insurance Company	Closed
PNC Bank	The PNC Financial Services Group, Inc.	Closed
Presidio Inc.	BC Partners BC Partners Credit Presidio Capital Funding LLC Presidio Holdings Inc. Presidio Inc. Presidio Investors LLC Presidio IS LLC Presidio LLC Presidio Networked Solutions Group LLC Presidio Networked Solutions LLC Presidio Technology Capital, LLC Presidio, Inc.	Current Closed Current Current Current Current Current Current Current Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Blackstone Alternative Credit Advisors LP	Current
	Blackstone Alternative Solutions LLC	Closed
	Blackstone Asia	Current
	Blackstone Energy Partners	Former
	Blackstone Family Real Estate Partnership (Offshore) VIISMD L.P.	Closed
	Blackstone Family Real Estate Partnership Europe IV-SMD L.P.	Closed
	Blackstone Group International Partners LLP, The	Closed
	Blackstone Group, The	Former
	Blackstone Growth LP	Current
	Blackstone Inc.	Current
	Blackstone Infrastructure Partners LP	Current
	Blackstone ISG-I Advisors LLC	Closed
	Blackstone ISG-II Advisors LLC	Closed
	Blackstone Life Sciences Advisors LLC	Current
	Blackstone Management Partners LLC	Current
	Blackstone Mortgage Trust Inc.	Current
	Blackstone Property Partners Europe Holdings SARL	Current
	Blackstone Property Partners LP	Current
	Blackstone Real Estate Advisors	Closed
	Blackstone Real Estate Advisors LP	Closed
	Blackstone Real Estate Holdings (Offshore) VII-NQ L.P.	Closed
	Blackstone Real Estate Holdings (Offshore) VII-NQ - ESC L.P.	Closed
	Blackstone Real Estate Holdings Europe IV-NQ ESC L.P.	Closed
	Blackstone Real Estate Income Trust Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Blackstone Real Estate Investment Trust	Current
	Blackstone Real Estate Partners	Current
	Blackstone Real Estate Partners (Offshore) VII.F-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) VII.TE.1-8-NQ L.P.	Closed
	Blackstone Real Estate Partners (Offshore) VII-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe IV-NQ L.P.	Closed
	Blackstone Real Estate Partners Europe VII	Current
	Blackstone Real Estate Partners Limited	Closed
	Blackstone Singapore Pte. Ltd.	Former
	Blackstone Strategic Capital Holdings LP	Current
	Blackstone Strategic Opportunity Fund	Current
	Blackstone Strategic Partners	Closed
	Blackstone Tactical Opportunities Advisors LLC	Former
	Blackstone Tactical Opportunities Fund LP	Current
	David I. Foley	Current
	GSO Capital Partners	Closed
	Kush Patel	Current
	Prakash A. Melwani	Current
	The Blackstone Group International Partners LLP	Current
	Vikram Suresh	Current
PSE&G Co.	Public Service Enterprise Group Inc.	Current
Quality Uptime Services	Bill Luby Jim Collis William Luby	Current Former Current
Raytheon Co.	Raytheon Missile Systems Company Raytheon Technologies Corporation	Closed Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Red River LLC	Cerberus Capital Management LP	Current
	Cerberus European Investments LLC	Closed
	Cerberus Global NPL Associates LLC	Current
	Cerberus Global NPL Fund LP	Current
	Cerberus Institutional Associates III, Ltd.	Current
	Cerberus Institutional Partners VI LP	Current
	Cerberus Security and Technology Acquisition Corp.	Former
	Cerberus Security and Technology Holdings LLC	Former
	Cerberus Telecom Acquisition Corp. II	Current
	Cerberus Telecom Acquisition II Holdings LLC Red River Technology LLC	Current
Roblox	Roblox Corp.	Closed
RREEF CPIF 2425 Busse Road LLC	DB U.S. Financial Markets	Closed
	Deutsche Bank & Trust Co.	Closed
	Deutsche Bank AG	Current
	Deutsche Bank AG, London Branch	Former
	Deutsche Bank AG, New York Branch	Closed
	Deutsche Bank Americas Holding Corp.	Closed
Ryan LLC Ryan Tax Compliance Services LLC	Ryan, LLC	Current
	Safety Specialty Insurance Co.	HCC Insurance Holdings, Inc.
Salesloft - Platform Xactly Corp.	Adrian R. Alonso	Current
	Brian Niranjana Sheth	Former
	Cheryl Cecchini Leahy	Current
	Christian B. Sowul	Current
	David A. Breach	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Excalibur Topco, Inc.	Current
	Fund II Foundation	Current
	Greg Myers	Former
	James Morrill Ford	Former
	James P. Hickey	Current
	John Warnken-Brill	Current
	Joshua Niedner	Former
	Justin Cho	Former
	Martin Taylor	Current
	Michael Fosnaugh	Current
	Monti Saroya	Former
	Nadeem Syed	Former
	Nicolas Stahl	Current
	Robert B. Rogers	Former
	Sam C. Payton	Current
	Smith, Robert F.	Current
	Stephen Seelbach	Former
	Syed, Nadeem	Current
	VEPF VI AIV I, Corp.	Current
	VEPF VI FAF LP	Current
	Vincent L. Burkett	Former
	Vista Capital Solutions Fund GP LLC	Current
	Vista Capital Solutions Fund LP	Current
	Vista Capital Solutions Fund-A LP	Current
	Vista Consulting Group, Inc.	Current
	Vista Credit Partners	Current
	Vista Credit Partners Fund III GP LLC	Current
	Vista Credit Partners Fund III, L.P.	Current
	Vista Credit Partners Fund III-A LP	Current
	Vista Credit Partners III Onshore LLC	Current
	Vista Credit Partners LP	Current
	Vista Equity Partners	Current
	Vista Equity Partners Fund VI LP	Current
	Vista Equity Partners Fund VI-A, L.P.	Current
	Vista Equity Partners Fund VII LP	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Siemens Industry Inc. Siemens Industry Software Inc. Siemens Medical Solutions USA Inc. Siemens Molecular Imaging, Inc. Siemens Postal, Parcel & Airport Logistics LLC Siemens Power Generation Service Company, Ltd. Siemens Product Lifecycle Management Software Inc. Siemens Public, Inc. Siemens USA Holdings, Inc. Siemens Wind Power, Inc.	Current Current Closed Closed Closed Closed Closed Closed Closed Closed
Stack Infrastructure USA LLC	Stack Infrastructure	Closed
Structure Tone LLC	Saybrook Capital, LLC Saybrook Corporate Opportunity Fund II Feeder, LP Saybrook Corporate Opportunity Fund II Master, LP Saybrook Corporate Opportunity Fund II Side Pocket Fund, L.P. Saybrook Corporate Opportunity Fund, L.P. Saybrook Corporate Opportunity Offshore Fund, L.P. Saybrook Opportunity Fund II, LP	Current Current Current Current Current Current Current
Switch Ltd.	Databank Holdings Ltd. Digital Unison Holdings, LP DigitalBridge Group, Inc. InfraBridge Investors (UK) Limited	Current Closed Current Current
Symmetry Energy Solutions LLC	ECP Energy Transition Opportunities Fund LP ECP Mezzanine Fund Energy Capital Partners Energy Capital Partners - Credit Solutions II Energy Capital Partners I LP	Closed Closed Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Energy Capital Partners I-A LP Energy Capital Partners II, L.P. Energy Capital Partners II-A LP Energy Capital Partners II-C LP Energy Capital Partners III-B, LP Energy Capital Partners IV LP Energy Capital Partners Mezzanine (Alaska Midstream Co-Invest) II, LP Energy Capital Partners Mezzanine (Alaska Midstream Co-Invest), LP Energy Capital Partners Mezzanine Opportunities Fund A LP Energy Capital Partners Mezzanine Opportunities Fund B, LP Energy Capital Partners Mezzanine Opportunities Fund Offshore Feeder, LP Energy Capital Partners Mezzanine Opportunities Fund, LP	Current Current Current Current Current Current Current Current Current Current Current Current
Taylor Consulting & Contracting	Huron Capital Partners LLC	Current
Thomson Reuters	Thomson Reuters Corporation Thomson Reuters Foundation	Current Current
Unitas Global Inc.	Digital Alpha Advisors LLC PacketFabric, LLC Rick Shrotri Unitas Global Holdings LLC Unitas Global Intermediate LLC Unitas Global Parent Inc. Unitas Global Topco, LP	Current Closed Former Current Current Current Current
Utah, State of, Tax Commission	Utah Solicitor General	Current
Verizon	Verizon Communications Inc.	Current
ViON Corp.	Veritas Capital Fund Management, LLC Veritas Capital Partners III LLC Veritas Capital Partners IV LLC Veritas Capital SP Manager Holdings LP	Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Veritas Trophy VI, LLC	Closed
W.W. Grainger Inc.	W.W. Grainger, Inc.	Closed
Washington Gas	WGL Holdings, Inc.	Closed
Willis Towers Watson US LLC	Willis Towers Watson plc	Current
World Fuel Services Inc.	World Fuel Services Corporation	Current
Zayo Group LLC	EQT AB EQT Partners Inc. EQT Partners UK Advisors LLP	Current Current Current
Zoominfo	ZoomInfo Technologies LLC	Current

EXHIBIT C

Koza Declaration

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

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

In re:

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

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**DECLARATION OF ERIC KOZA,
CHIEF RESTRUCTURING OFFICER OF CYXERA
TECHNOLOGIES, INC., IN SUPPORT OF THE DEBTOR'S
APPLICATION FOR THE ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP**

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

**AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JUNE 4, 2023**

I, Eric Koza, Chief Restructuring Officer, of Cyxtera Technologies, Inc. being duly sworn, state the following under penalty of perjury:

1. I am the Chief Restructuring Officer of Cyxtera Technologies, Inc. located at 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective as of June 4, 2023* (the "Application").² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. The Debtors drew on their experience working with Kirkland in connection with a potential out-of-court refinancing of its term loan facilities in early 2023 and chose to continue working with Kirkland in these chapter 11 cases based on their positive experience in connection therewith.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

specifically, Kirkland is familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Chief Restructuring Officer, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland and can confirm that the rates Kirkland charged the Debtors in the prepetition period are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. Pursuant to the Interim DIP Order,³ the Debtors must furnish budget and variance reports biweekly, which include detail regarding the fees and expenses incurred in these chapter 11 cases by professionals proposed to be retained by the Debtors. As a retained professional, Kirkland's fees and expenses will be included in those reporting requirements. Moreover, the Debtors and Kirkland recognize that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Kirkland. The Debtors further recognize that it

³ "Interim DIP Order" means the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70].

is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

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

Dated: June 30, 2023

Respectfully submitted,

/s/ Eric Koza

Name: Eric Koza

Title: Chief Restructuring Officer