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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)

**CERTIFICATE OF
NO OBJECTION WITH RESPECT TO
DEBTORS' MOTION FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING CERTAIN
DEBTORS TO CONTINUE SELLING, CONTRIBUTING, AND**

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.



SERVICING RECEIVABLES AND RELATED RIGHTS PURSUANT TO THE RECEIVABLES PROGRAM, (II) MODIFYING THE AUTOMATIC STAY, (III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that in connection with the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 21] (the "Motion"), the above-captioned debtors and debtors in possession hereby file this certificate of no objection (the "Certificate of No Objection") with respect to the proposed *Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief* (the "Proposed Final Order").

PLEASE TAKE FURTHER NOTICE that a clean version of the Proposed Final Order is attached hereto as Exhibit A and a blackline against the previously entered *Interim Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 68] is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that the objection deadline has passed, and the Debtors have resolved all formal and informal objections in connection with the relief requested in the Proposed Final Order and respectfully request that the Court enter the Proposed Final Order without a hearing.

[Remainder of page intentionally left blank.]

Dated: July 17, 2023

/s/ Michael D. Sirota

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Exhibit A

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

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

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

FINAL ORDER
(I) AUTHORIZING CERTAIN DEBTORS
TO CONTINUE SELLING, CONTRIBUTING, AND
SERVICING RECEIVABLES AND RELATED RIGHTS
PURSUANT TO THE RECEIVABLES PROGRAM, (II) MODIFYING
THE AUTOMATIC STAY, AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty-eight (28),
is **ORDERED**.

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Case No. 23-14853 (JKS)

Caption of Order: Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) Granting Related Relief

Upon the motion (the “Motion”)² filed by the above-referenced debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (the “Interim Order”) and a final order (this “Final Order”):

- i. authorizing the Debtors to continue in the ordinary course of business the receivables arrangements (collectively, the “Receivables Program”), including, without limitation, authorizing Debtors Cyxtera Communications, LLC (“Cyxtera Communications”) and Cyxtera Federal Group, Inc. (“Cyxtera Federal,” together with Cyxtera Communications, the “Originators”) to continue selling, contributing, and/or servicing certain trade receivables and related rights and interests (such receivables, together with the “Related Rights” as defined in the Purchase and Sale Agreement described below, in each case, sold, contributed or serviced, the “Receivables”) to Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”), a bankruptcy-remote, non-Debtor special purpose entity, free and clear of any and all liens, claims, charges, interests, or encumbrances (collectively, “Adverse Interests”);
- ii. authorizing the Originators, as applicable, to enter into and otherwise perform (or continue to perform) under all amendments, restatements, supplements, instruments, and agreements entered into in connection with the Receivables Program (collectively, the “Amended Receivables Agreements”), which include, but are not limited to, the following agreements: (a) that certain *Amended and Restated Purchase and Sale Agreement*, by and among the Originators and Cyxtera Receivables Holdings, as buyer (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase and Sale Agreement”), a copy of which is attached to the Motion as Exhibit B; (b) that certain *Amended and Restated Receivables Purchase Agreement* by and among Cyxtera Receivables Holdings, as seller, Cyxtera Communications, as initial servicer (in such capacity, the “Servicer”), the purchasers party thereto (collectively in such capacity, the “Purchasers”), PNC Bank, National Association as administrative agent (“PNC Bank”, or the “Administrative Agent”), and PNC Capital Markets LLC (“PNCCM”), as structuring agent (as may be further amended, restated, supplemented, or otherwise modified from time to time, the “Receivables Purchase Agreement”), a copy of which is attached to the Motion as Exhibit C; (c) that certain *Originator*

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion or the Amended Receivables Agreements (as defined herein), as applicable.

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Performance Guaranty by and among the Originators and PNC Bank, a copy of which is attached to the Motion as Exhibit D (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Originator Performance Guaranty”); (d) that certain *Omnibus Amendment* by and among the Originators, Cyxtera Technologies, Cyxtera Receivables Holdings, and PNC Bank, a copy of which is attached to the Motion as Exhibit E (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Omnibus Agreement”); and (e) each of the other transaction documents (including the Technologies Performance Guaranty (defined below), the “Transaction Documents”) to which the applicable Debtors are parties;

- iii. authorizing Debtor Cyxtera Technologies, Inc. (“Cyxtera Technologies”), to enter into and otherwise perform under (a) the Omnibus Agreement and (b) that certain *Amended and Restated Performance Guaranty*, a copy of which is attached to the Motion as Exhibit F, by and among Cyxtera Technologies and the Purchasers (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Technologies Performance Guaranty”, and together with the Originator Performance Guaranty, the “Performance Guaranties”);
- iv. authorizing Cyxtera Communications to cause its non-Debtor subsidiary, Cyxtera Receivables Holdings, to perform or continue to perform under each of the Amended Receivables Agreements to which Cyxtera Receivables Holdings is a party;
- v. authorizing the Originators and Cyxtera Technologies (collectively, the “Receivables Program Debtors”) to further amend the Amended Receivables Agreements as necessary and appropriate, and to perform their obligations thereunder;
- vi. authorizing the Debtors, as applicable, to assume, and approving the assumption, pursuant to sections 363 and 365 of the Bankruptcy Code of, the Amended Receivables Agreements to which they are a party;
- vii. pursuant to section 364(c)(1) of the Bankruptcy Code, granting Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers priority in payment, with respect to the obligations of the Receivables Program Debtors under the Amended Receivables Agreements, over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than with respect to (a) the DIP Superpriority Claims (as defined herein) and (b) the Carve Out (as defined in the final order approving that certain *Debtors’ Motion for Entry of*

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Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (as may be amended, restated, or otherwise modified from time to time, the “DIP Order”));

- viii. pursuant to section 364(c)(2) of the Bankruptcy Code, granting the Liens (as defined herein) in favor of the Administrative Agent (on behalf of the Purchasers), to the extent any transfer of Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale; and
- ix. pursuant to section 362 of the Bankruptcy Code, modifying the automatic stay to permit deduction of the Repayment Amounts (as defined herein) by the Receivables Program Debtors and the enforcement of remedies under the Amended Receivables Agreements;

all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion, the First Day Declaration, and the Li Declaration; and this Court having entered the Interim Order; and this Court having found that the relief requested

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in the Motion is essential for the continued operation of the Debtors' business; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and this Court having found that proper and adequate notice of the Motion and hearing thereon has been given under the circumstances and that no other or further notice is necessary; and this Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before this Court in connection with the Motion, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.

2. *Debtors' Stipulations.*

(a) Subject to Paragraph 25 hereof, the Debtors admit, stipulate, and agree that the outstanding balance owed under the Receivables Program as of the Petition Date was approximately \$37,500,000.

(b) Without limiting the rights of any statutorily appointed committee or any other party in interest, in each case, with standing and requisite authority, the Debtors permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree that the transfers of the Receivables by the Originators, whether occurring prior to or subsequent to the Petition Date, constitute true sales or contributions under applicable non-bankruptcy law and are hereby deemed true sales or contributions and were or will be for fair consideration and are not otherwise voidable or avoidable. Upon the transfer of the Receivables to Cyxtera Receivables Holdings, the Receivables did (with respect to transfers occurring prior to the Petition Date) and will (with

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respect to transfers occurring on or after the Petition Date) become the sole property of Cyxtera Receivables Holdings, and none of the Debtors, nor any creditors of the Debtors, shall retain any ownership rights, claims, liens, or interests in or to the Receivables or any proceeds thereof pursuant to section 541 of the Bankruptcy Code, pursuant to substantive consolidation, or otherwise. Neither the Receivables nor proceeds thereof (excluding any such proceeds constituting purchase price payments made by Cyxtera Receivables Holdings to the Originators pursuant to the Purchase and Sale Agreement in respect of Receivables to the extent such payments are made in accordance with the terms of the Amended Receivables Agreements (such purchase price payments, “Permitted Purchase Price Payments”)) shall constitute property of the bankruptcy estate of any of the Debtors, notwithstanding any intentional or inadvertent deposit of any proceeds (excluding Permitted Purchase Price Payments) of the Receivables in bank accounts owned or controlled by any of the Debtors.

3. *Release of Claims.* Subject to Paragraph 25 hereof, and effective as of the date of this Final Order, each of the Debtors and the Debtors’ estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, and its and their present and former shareholders, members, partners, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives, and to the maximum extent permitted by applicable law, hereby absolutely, unconditionally, irrevocably, and fully forever waive, discharge, acquit, and release, of and from any and all claims (as such term is defined in the Bankruptcy Code), counterclaims, demands, indebtedness, accounts, contracts, liabilities, responsibilities, disputes, remedies, causes of action, defenses or setoff rights, obligations, rights,

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assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof, in each case arising from or related to any acts or transactions occurring prior to the Petition Date against Cyxtera Receivables Holdings or with respect to any property heretofore conveyed to Cyxtera Receivables Holdings, PNC Bank, PNCCM, the Administrative Agent, the Purchasers, and with respect to each of the foregoing, their respective affiliates, agents, officers, directors, employees, and attorneys (collectively, in each case solely in their capacity as such, the "Released Parties"), of any kind, nature or description arising from or related to the Receivables Program, whether known or unknown, foreseen or unforeseen or liquidated or unliquidated, whether arising at law or in equity or upon contract or tort or under any state or federal law or otherwise, including any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any similar provisions of applicable state or federal law; *provided, however*, that nothing in the Interim Order or this Final Order releases any party thereto from its contractual obligations under the Amended Receivables Agreements or in any way affects its property interests in the Receivables or the proceeds thereof.

4. *Need for Continued Access to Receivables Program.* Based on the record established and evidence presented at the interim and final hearings on the Motion, including the

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First Day Declaration, and the representations of the parties, this Court makes the following findings:

(a) Good cause has been shown for the entry of this Final Order.

(b) The Debtors have a need for the uninterrupted continuation of the Receivables Program in order to support the ongoing operations of their businesses, and entry into the Amended Receivables Agreements and the continued performance of the Debtors' respective obligations under the Amended Receivables Agreements is in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. If the Receivables Program is not amended, it will result in an immediate adverse impact on the Debtors' liquidity.

(c) The Debtors could not continue the Receivables Program nor, given their current financial condition, financing arrangements, and capital structure, could they obtain any alternative postpetition financing on an unsecured basis, without the Receivables Program Debtors (i) granting, pursuant to section 364(c)(1) of the Bankruptcy Code, claims having priority over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than superpriority claims (x) allowed pursuant to section 364(c)(1) of the Bankruptcy Code as set forth in the DIP Order (the "DIP Superpriority Claims") and (y) in respect of the Carve Out and (ii) securing, pursuant to sections 364(c) and (d) of the Bankruptcy Code, such indebtedness and obligations with security interests in and liens upon the Receivables as more fully set forth in the Motion.

(d) Each Amended Receivables Agreement constitutes a valid and binding obligation of each Debtor party thereto, enforceable against each such Debtor in accordance with

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its terms, and each applicable Debtor's entry into each applicable Amended Receivables Agreement is in the best interests of the Debtors and their estates. The terms and conditions of the Amended Receivables Agreements have been negotiated in good faith and at arm's length, and the transfers made or to be made and the obligations incurred or to be incurred thereunder shall be deemed to have been made for fair or reasonably equivalent value and in good faith (and without intent of the Debtors to "hinder, delay or defraud any creditor") as those terms are used in the Bankruptcy Code, and the transactions contemplated thereunder shall be deemed to have been made in "good faith" as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by sections 363(m) and 364(e) of the Bankruptcy Code.

6. *Authorization of Amendments and Continuation of Receivables Program.*

(a) In furtherance of the foregoing and without further approval of this Court, the Receivables Program Debtors are expressly authorized and empowered to execute and deliver (or to have previously executed and delivered), the Amended Receivables Agreements and all related documents and instruments to be (or to have been) executed and delivered in connection therewith, as applicable. Upon execution and delivery of the Amended Receivables Agreements, the Amended Receivables Agreements shall constitute valid, binding and unavoidable obligations of Cyxtera Technologies, Cyxtera Communications, and/or Cyxtera Federal, enforceable against each of them in accordance with the terms of the Amended Receivables Agreements and this Final Order. No obligation, payment, transfer, or grant of security under the Amended Receivables Agreements, the Interim Order, or this Final Order shall be stayed, restrained, voidable, or

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recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment, claim, or counterclaim.

(b) Pursuant to the Amended Receivables Agreements, (i) the Termination Date (each as defined in the Receivables Purchase Agreement) shall be deemed not to have occurred as a consequence of the filing of these chapter 11 cases, the taking of corporate or similar action by any of the Debtors to so authorize such filing, the failure of any Debtor to pay any debts that are otherwise stayed as a result of these chapter 11 cases or the written admission by any Debtor of its inability to pay its debts and (ii) certain additional Termination Events related to events in these chapter 11 cases shall be added to the Receivables Purchase Agreement.

(c) The Originators are expressly authorized to transfer, and shall be deemed to have transferred, free and clear of all liens, claims, encumbrances, and other interests of themselves or their respective creditors pursuant to sections 363(b)(1) and (f) of the Bankruptcy Code, the Receivables to Cyxtera Receivables Holdings, without recourse (except to the extent provided in the Purchase and Sale Agreement and the other Amended Receivables Agreements).

(d) The Receivables Program Debtors, as applicable, are expressly authorized to:

(i) continue to perform, and cause Cyxtera Communications' and Cyxtera Technologies' wholly-owned non-Debtor subsidiary, Cyxtera Receivables Holdings, to continue to perform, their respective obligations under the Amended Receivables Agreements; and

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(ii) make, execute, and deliver, and are authorized to cause Cyxtera Communications' and Cyxtera Technologies' wholly-owned non-Debtor subsidiary, Cyxtera Receivables Holdings, to continue to make, execute, and deliver, all instruments and documents and perform all other acts that may be reasonably required in connection with the Amended Receivables Agreements and the transactions contemplated thereby; it being expressly contemplated that, pursuant to the terms of the Amended Receivables Agreements, with respect to the Receivables Program Debtors, each shall be expressly authorized and empowered pursuant to section 363(b)(1) of the Bankruptcy Code to make, execute and deliver all instruments and documents and perform all other acts that may be reasonably required in connection with the Amended Receivables Agreements and the transactions contemplated thereby. Moreover, transfers of Receivables under the Amended Receivables Agreements are in good faith, and Cyxtera Receivables Holdings shall be entitled to the full benefits of section 363(m) of the Bankruptcy Code in connection with any transfers made pursuant to the provisions of the Amended Receivables Agreements. All obligations of the Receivables Program Debtors owing to the Administrative Agent, the Purchasers, Cyxtera Receivables Holdings, and the other Secured Parties, as applicable, under and as provided for in the Amended Receivables Agreements are collectively hereinafter referred to as the "Receivables Program Obligations."

(e) Upon the execution and delivery thereof, the Amended Receivables Agreements shall constitute legal, valid, and binding obligations of each Receivables Program Debtor, as applicable, and are enforceable in accordance with their terms (other than, except as provided herein, in respect of the stay of enforcement arising from section 362 of the Bankruptcy

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Code). Liens and security interests granted in favor of, or assigned to, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers (in each case solely in their capacity as such) and against the Servicer or any Originator, pursuant to and in connection with the Amended Receivables Agreements, are valid, binding, perfected, and enforceable liens and security interests in the personal property described in the applicable Amended Receivables Agreements and not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except as provided herein.

(f) Any proceeds (excluding Permitted Purchase Price Payments) of the Receivables or other “Sold Assets” or “Seller Collateral” (each as defined in the Receivables Purchase Agreement) coming into the possession or control of any Debtor shall be held in trust for the benefit of the Administrative Agent and the Purchasers.

(g) The limited liability company interests in Cyxtera Receivables Holdings are property of the estate of Debtor Cyxtera Communications and subject to the automatic stay.

7. *Assumption of Amended Receivables Agreements.* The Debtors, as applicable, hereby assume the Amended Receivables Agreements and ratify and affirm their respective obligations thereunder (including the continued sale and contribution of Receivables to Cyxtera Receivables Holdings under the Purchase and Sale Agreement) pursuant to sections 363 and 365 of the Bankruptcy Code.

8. *Superpriority Claims.* In accordance with section 364(c)(1) of the Bankruptcy Code, the Receivables Program Obligations shall constitute allowed senior administrative expense claims against the Receivables Program Debtors (without the need to file

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any proof of claim) (the “Superpriority Claims”) with priority (except as otherwise provided herein) over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Receivables Program Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including, but not limited to, sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, subject only to any DIP Superpriority Claims (which shall be *pari passu* with the Superpriority Claims) and the Carve Out (which shall be senior to the DIP Superpriority Claims and the Superpriority Claims), which Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and shall be payable from, and have recourse to, all prepetition and postpetition property of the Receivables Program Debtors and all proceeds thereof. Other than as expressly provided herein, including with respect to the Carve Out and the DIP Superpriority Claims, no cost or expense of administration that has been or may be asserted against a Debtor under sections 105, 364(c)(1), 503(b), 506(c), or 507(b) of the Bankruptcy Code, or otherwise, including those resulting from the conversion of any of these chapter 11 cases pursuant to section 1112 of the Bankruptcy Code, shall be senior to, or *pari passu* with, the Superpriority Claims of the Administrative Agent, the Purchasers, or Cyxtera Receivables Holdings. The Administrative

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Agent shall be permitted to enforce on a derivative basis any Superpriority Claims belonging to Cyxtera Receivables Holdings in respect of the Receivables Program Obligations. The Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal, or otherwise. The Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code, and shall be allowed against each Receivables Program Debtor on a joint and several basis.

9. *Carve Out.* Notwithstanding any provision of the Interim Order, this Final Order, or the Amended Receivables Agreements to the contrary, the Superpriority Claims shall be subject and subordinate to the Carve Out in all respects.

10. *Security Interests and Liens.*

(a) Notwithstanding the foregoing, if any transfer of Receivables from the Originators to Cyxtera Receivables Holdings on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale, to secure each Originator's postpetition obligations to Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the other Secured Parties under the Amended Receivables Agreements, and the Administrative Agent (for the benefit of the Purchasers) are hereby granted, pursuant to section 364(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, unavoidable and fully perfected first-priority continuing security interests in and liens upon all of such Originator's rights in the Receivables originated and purported to be sold or contributed through

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the Receivables Program on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired (the “Receivables Liens”).

(b) In addition, the Administrative Agent (for the benefit of the Purchasers) is hereby granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, unavoidable and fully perfected continuing first-priority security interests in all of Cyxtera Communications’ now existing and hereafter acquired or arising, right, title and interest in, to and under all investment property, capital stock, shares, securities, member interests, partnership interests, equity interests, warrants, options, put rights, call rights, similar rights, and all other ownership or participation interests in Cyxtera Receivables Holdings and all proceeds and products thereof (the “Pledge Liens,” collectively with the Receivables Liens, the “Liens”).

(c) The Liens shall (i) not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors’ estates under section 551 of the Bankruptcy Code, (ii) not be subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise, and (iii) be subject and subordinate to the Carve Out. The Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code, and the Debtors shall not invoke the “equities of the case” exception of section 552(b) or 506(c) of the Bankruptcy Code.

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(d) The Liens granted to the Administrative Agent pursuant hereto shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable, and effective, by operation of law as of the Petition Date without any further action by any Debtor, the Administrative Agent, or the Purchasers, and without the necessity of execution by any Debtor, or the filing or recordation, of any financing statements, security agreements, or other documents. No lien senior to or *pari passu* with the Liens may be permitted under section 364(d)(1) of the Bankruptcy Code against the Receivables. The foregoing provision shall continue the enforceability, perfection, and priority of the Liens notwithstanding any name change, change of location or other action by any of the Receivables Program Debtors that would require the filing of amendments to financing statements. The Liens shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

11. *Preservation of Rights Granted Under This Final Order.* Other than the Carve Out and the DIP Superpriority Claims, no claim having a priority superior to or *pari passu* with those granted by the Interim Order or this Final Order shall be granted or allowed while any of the Amended Receivables Agreements remain outstanding. This Final Order and the Amended Receivables Agreements shall survive, and shall not be modified, impaired, or discharged by the entry of an order converting any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of these chapter 11 cases, terminating the joint administration of these chapter 11 cases or by any other act or omission. The Liens, the Superpriority Claims, and all other rights and remedies granted by the provisions of this Final Order and the Amended

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Receivables Agreements shall continue in full force and effect until the Amended Receivables Agreements expire by their terms or have been otherwise terminated, including by agreement of the parties in connection with a chapter 11 plan confirmed by this Court.

12. *Setoff of Repayment Amounts.* Pursuant to the Amended Receivables Agreements, Cyxtera Receivables Holdings may deduct from the purchase price of the Receivables amounts that are payable by the Originators to Cyxtera Receivables Holdings in respect of violations of certain representations and warranties and dilution items (the “Repayment Amounts”), and the automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary solely to permit the deduction of such amounts by Cyxtera Receivables Holdings, as contemplated by the Amended Receivables Agreements. The payment by Cyxtera Receivables Holdings of the purchase price for Receivables that are subsequently reduced by such Repayment Amounts constitutes an extension of credit to the applicable Originators that is hereby authorized under section 364 of the Bankruptcy Code.

13. *Corporate Separateness.* The performance by the Receivables Program Debtors of their respective obligations under the Amended Receivables Agreements, and the consummation of the transactions contemplated by the Amended Receivables Agreements, and the conduct by the Debtors of their respective businesses, whether occurring prior to or subsequent to the Petition Date, do not, and shall not, provide a basis for: (a) a substantive consolidation of the assets and liabilities of any or all of Cyxtera Technologies, any Originator or any other Debtor with the assets and liabilities of Cyxtera Receivables Holdings or (b) a finding that the separate corporate identities of Cyxtera Receivables Holdings, Cyxtera Technologies, any Originator or

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any other Debtor may be ignored. Notwithstanding any other provision of this Final Order, the Administrative Agent and the Purchasers have agreed to enter into the applicable Amended Receivables Agreements in express reliance on Cyxtera Receivables Holdings being a separate and distinct legal entity, with assets and liabilities separate and distinct from those of any of the Debtors.

14. *Payment of Fees, Costs, and Expenses.* Pursuant to the Amended Receivables Agreements and as described in the Motion, Cyxtera Communications is hereby authorized and directed (without the necessity of any further application being made to, or order obtained from, this Court) to cause (or to have previously caused) Cyxtera Receivables Holdings, as an affiliate of Cyxtera Communications, to pay certain fees in consideration of, among other things, the efforts of, and services performed by, the Administrative Agent and the Purchasers and certain costs and expenses of the Administrative Agent and the Purchasers, in each case as provided for in the Amended Receivables Agreements.

15. *Account Control Agreements.* That certain *Deposit Account Control Agreement* dated as of May 17, 2023, by and among Debtor Cyxtera Communications, the Administrative Agent, and Cyxtera Receivables Holdings, and that certain *Deposit Account Control Agreement* dated as of October 3, 2022, by and among Cyxtera Receivables Holdings, Cyxtera Technologies, the Administrative Agent and Bank of America, N.A. (together, the “DACAs”) are hereby approved in all respects, and each of Cyxtera Communications and Cyxtera Technologies is authorized, but not directed to, continue performance of its obligations thereunder.

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16. *Parties in Interest; Successors.* The Amended Receivables Agreements, the Interim Order, and this Final Order shall be binding upon all parties in interest in these chapter 11 cases, including, without limitation, the Debtors, Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the respective successors and assigns of each of the foregoing (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of, without limitation, the Debtors, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers.

17. *Derivative Standing.* Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including any statutorily appointed committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates.

18. *No Control; No Fiduciary Duties.* Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers shall not (a) be deemed to be in control of the operations of the Debtors or (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

19. *Reversal, Modification, Stay or Vacatur.* If any or all of the provisions of the Interim Order or this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification, or vacatur shall not affect (a) the validity of any transfer of the Receivables made pursuant to the provisions of the Amended Receivables Agreements prior to written notice to the Administrative Agent and Cyxtera Receivables Holdings of the effective date of such

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reversal, stay, modification, or vacatur, (b) the validity of any obligation or liability incurred by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal prior to written notice to the Administrative Agent or Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification or vacatur, or (c) the validity and enforceability of any priority authorized or created hereby or pursuant to the Interim Order or this Final Order or pursuant to the Amended Receivables Agreements. Notwithstanding any such reversal, stay, modification, or vacatur, any indebtedness, obligations, or liabilities incurred or payment made by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal, prior to written notice to the Administrative Agent or Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification, or vacatur, shall be governed in all respects by the original provisions of this Final Order, and the Administrative Agent, the Purchasers, and Cyxtera Receivables Holdings shall be entitled to all the rights, remedies, privileges, and benefits granted herein, and pursuant to the Amended Receivables Agreements with respect to all such indebtedness, obligations, or liabilities (including, without limitation, with respect to the manner in which the proceeds of the Receivables are applied) and to the full benefits of sections 363(m) and 364(e) of the Bankruptcy Code in connection therewith.

20. *Continuing Effect of Order.* Any dismissal, conversion, or substantive consolidation of these chapter 11 cases shall not affect the rights of the Administrative Agent and the Purchasers under the Interim Order and this Final Order, and all of their rights and remedies hereunder shall remain in full force and effect as if these chapter 11 cases had not been dismissed, converted, or substantively consolidated. Any order dismissing any of these chapter 11 cases

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under section 1112 of the Bankruptcy Code shall provide or deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) the claims, liens, and security interests granted to the Administrative Agent and the Purchasers pursuant to the Interim Order and this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all Receivables Program Obligations, and all other obligations under the Amended Receivables Agreements shall have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all purchase and funding commitments of the Purchasers under the Amended Receivables Agreements have terminated; (b) such claims, liens and security interests shall, notwithstanding such dismissal, remain binding on all persons; and (c) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (a) and (b) above.

21. *Not Property of the Estate; No Surcharge.* Upon a sale or contribution of any and all Receivables to Cyxtera Receivables Holdings, any and all such Receivables sold and/or contributed, whenever created, are and shall be the property of Cyxtera Receivables Holdings and not property of the Debtors' estates. Accordingly, no expenses of administration of these chapter 11 cases or any future proceeding or case that may result from these chapter 11 cases, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against the Receivables, or the proceeds thereof pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Administrative Agent (email to suffice), and

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no such consent shall be implied from any other action, inaction, or acquiescence by the Administrative Agent.

22. *Rights and Remedies Against the Debtors.* The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Administrative Agent to exercise any rights and remedies to the extent provided for in the Receivables Purchase Agreement and to the extent provided for in the Amended Receivables Agreements, including to take any or all of the following actions without further order of or application to this Court, in each case solely to the extent provided for in the Amended Receivables Agreements: (a) cease to make any extensions of credit or advances to Cyxtera Receivables Holdings; (b) declare all Receivables Program Obligations to be immediately due and payable; (c) place an administrative hold on accounts maintained by Cyxtera Receivables Holdings with the Administrative Agent; (d) set off and apply immediately any and all amounts in accounts maintained by Cyxtera Receivables Holdings with the Administrative Agent against any obligations owing by Cyxtera Receivables Holdings under the Receivables Purchase Agreement; (e) set off and apply any and all amounts in accounts maintained by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal against any obligations owing by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal under the Amended Receivables Agreements; *provided, however*, that no such set off shall be made to the extent such accounts secure the DIP Facility (as defined in the DIP Order); (f) demand payment or performance of any Guaranteed Obligations (as defined in the Performance Guaranties, as applicable); and (g) take any other actions or exercise any other rights or remedies permitted under

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the Order, the Amended Receivables Agreements or applicable law to effect the repayment and satisfaction of the obligations under the Amended Receivables Agreements; *provided, however*, that prior to any such exercise of rights or remedies (other than the rights and remedies described in clauses (a), (b), (c), and (d) above), the Administrative Agent shall give five business days' prior written notice to the Debtors (with copies to the DIP Agent (as defined in the DIP Order), the Ad Hoc First Lien Group, the official committee of unsecured creditors appointed in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code (the "Committee"), and the U.S. Trustee). The Administrative Agent shall be entitled, derivatively, to assert any and all of the rights of Cyxtera Receivables Holdings arising as a result of the Amended Receivables Agreements, including, without limitation, those rights conveyed under section 363(m) of the Bankruptcy Code.

23. *Disclaimer of Liability.* Nothing in the Interim Order, this Final Order, the Amended Receivables Agreements, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Administrative Agent or any Purchaser of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business or in connection with their restructuring efforts.

24. *Order Governs.* In the event of any inconsistency between the provisions of this Final Order and the Amended Receivables Agreements, the provisions of this Final Order shall govern.

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25. *Binding Effect of Stipulations and Releases.* Subject to the Challenge Period (as defined below), the stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) in all circumstances. The stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order shall be binding upon all other parties in interest, including, without limitation, any statutorily appointed committee, unless a party in interest either with standing or the requisite authority (other than the Debtors, as to which any right to challenge the stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order is irrevocably waived and relinquished) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules (i) before the earlier of (a) five (5) business days prior to the commencement of the hearing to confirm a chapter 11 plan in these chapter 11 cases; and (b) August 20, 2023 (the “Challenge Period” and the date of expiration of the Challenge Period, the “Challenge Period Termination Date”); *provided, however*, that if, prior to the end of the Challenge Period, (x) the cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days or (B) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (ii) seeking to avoid, object to, or otherwise challenge stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order (any such claim, a “Challenge”), and (iii) in which the Court enters a final order in favor of the plaintiff sustaining any such

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Challenge in any such timely filed adversary proceeding or contested matter. If no such standing motion is timely filed prior to the expiration of the Challenge Period, then, without further order of this Court, all of the stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order shall be binding upon all parties in interest in these chapter 11 cases and shall not be subject to challenge or modification in any respect. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled) the stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order shall nonetheless remain binding on the Debtors and any parties in interest (including the Committee). Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations, admissions, and releases contained in Paragraphs 2 and 3 of this Final Order, shall nonetheless remain binding and preclusive on any committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any committee appointed in these chapter 11 cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Receivables Program, and a separate order of the Court conferring such standing on any committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such committee or such other party-in-interest.

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26. *Reporting.* The Debtors shall provide copies of the Interim Reports (as defined in the Amended Receivables Agreements) to Gibson, Dunn & Crutcher LLP, counsel to the Ad Hoc First Lien Group, and to the Committee each date an Information Package is delivered to either Cyxtera Receivables Holdings or the Administrative Agent, as applicable after entry of this Final Order.

27. *Effect of This Final Order.* This Final Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

28. *Amendments.* Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by, or on behalf of, the Debtors and the Administrative Agent, after five (5) business days' notice to the U.S. Trustee, any statutorily appointed committee, the DIP Agent, and counsel to the Ad Hoc First Lien Group; *provided* that any of the U.S. Trustee, any statutorily appointed committee, any DIP Lender, or the DIP Agent reserves the right to file a motion with the Court to contest any waiver, modification, or amendment within that five (5) business days' notice period on an emergency basis, and such waiver, modification, or amendment will not become effective until a resolution of the motion.

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29. *Proofs of Claim.* The Administrative Agent and the Purchasers shall not be required to file proofs of claim in these chapter 11 cases, including without limitation, following conversion to a chapter 7 of the Bankruptcy Code, or in any successor case.

30. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

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

32. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon entry of this Final Order.

33. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

Exhibit B

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

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C. ([admitted](#) *pro hac vice* ~~pending~~)

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered ~~Requested~~)

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

~~INTERIM~~FINAL ORDER
(I) AUTHORIZING
CERTAIN DEBTORS
TO CONTINUE SELLING, CONTRIBUTING, AND
SERVICING RECEIVABLES AND RELATED RIGHTS
PURSUANT TO THE RECEIVABLES PROGRAM, (II) MODIFYING
THE AUTOMATIC STAY, AND (III) ~~SCHEDULING A FINAL HEARING, AND~~
~~(IV)~~ GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty-~~ne~~ineght
(298), is **ORDERED**.

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Caption of Order: ~~Interim~~Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) ~~Scheduling a Final Hearing, and (IV)~~ Granting Related Relief

Upon the motion (the “Motion”)¹ filed by the above-referenced debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (~~this~~the “Interim Order”) and a final order (this “Final Order”):

- i. authorizing the Debtors to continue in the ordinary course of business the receivables arrangements (collectively, the “Receivables Program”), including, without limitation, authorizing Debtors Cyxtera Communications, LLC (“Cyxtera Communications”) and Cyxtera Federal Group, Inc. (“Cyxtera Federal,” together with Cyxtera Communications, the “Originators”) to continue selling, contributing, and/or servicing certain trade receivables and related rights and interests (such receivables, together with the “Related Rights” as defined in the Purchase and Sale Agreement described below, in each case, sold, contributed or serviced, the “Receivables”) to Cyxtera Receivables Holdings, LLC (“Cyxtera Receivables Holdings”), a bankruptcy-remote, non-Debtor special purpose entity, free and clear of any and all liens, claims, charges, interests, or encumbrances (collectively, “Adverse Interests”);
- ii. authorizing the Originators, as applicable, to enter into and otherwise perform (or continue to perform) under all amendments, restatements, supplements, instruments, and agreements entered into in connection with the Receivables Program (collectively, the “Amended Receivables Agreements”), which include, but are not limited to, the following agreements: (a) that certain *Amended and Restated Purchase and Sale Agreement*, by and among the Originators and Cyxtera Receivables Holdings, as buyer (as amended, restated, supplemented, or otherwise modified from time to time, the “Purchase and Sale Agreement”), a copy of which is attached to the Motion as Exhibit B; (b) that certain *Amended and Restated Receivables Purchase Agreement* by and among Cyxtera Receivables Holdings, as seller, Cyxtera Communications, as initial servicer (in such capacity, the “Servicer”), the purchasers party thereto (collectively in such capacity, the “Purchasers”), PNC Bank, National Association as administrative agent (“PNC Bank”, or the “Administrative Agent”), and PNC Capital Markets LLC (“PNCCM”), as structuring agent (as may be further amended, restated, supplemented, or otherwise

¹ Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion or the Amended Receivables Agreements (as defined herein), as applicable.

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modified from time to time, the “Receivables Purchase Agreement”), a copy of which is attached to the Motion as Exhibit C; (c) that certain *Originator Performance Guaranty* by and among the Originators and PNC Bank, a copy of which is attached to the Motion as Exhibit D (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Originator Performance Guaranty”); (d) that certain *Omnibus Amendment* by and among the Originators, Cyxtera Technologies, Cyxtera Receivables Holdings, and PNC Bank, a copy of which is attached to the Motion as Exhibit E (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Omnibus Agreement”); and (e) each of the other transaction documents (including the Technologies Performance Guaranty (defined below), the “Transaction Documents”) to which the applicable Debtors are parties;

- iii. authorizing Debtor Cyxtera Technologies, Inc. (“Cyxtera Technologies”), to enter into and otherwise perform under (a) the Omnibus Agreement and (b) that certain *Amended and Restated Performance Guaranty*, a copy of which is attached to the Motion as Exhibit F, by and among Cyxtera Technologies and the Purchasers (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Technologies Performance Guaranty”, and together with the Originator Performance Guaranty, the “Performance Guaranties”);
- iv. authorizing Cyxtera Communications to cause its non-Debtor subsidiary, Cyxtera Receivables Holdings, to perform or continue to perform under each of the Amended Receivables Agreements to which Cyxtera Receivables Holdings is a party;
- v. authorizing the Originators and Cyxtera Technologies (collectively, the “Receivables Program Debtors”) to further amend the Amended Receivables Agreements as necessary and appropriate, and to perform their obligations thereunder;
- vi. authorizing the Debtors, as applicable, to assume, and approving the assumption, pursuant to sections 363 and 365 of the Bankruptcy Code of, the Amended Receivables Agreements to which they are a party;
- vii. pursuant to section 364(c)(1) of the Bankruptcy Code, granting Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers priority in payment, with respect to the obligations of the Receivables Program Debtors under the Amended Receivables Agreements, over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than with respect to (a) the DIP

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Superpriority Claims (as defined herein) and (b) the ~~Carve-Out~~Carve Out (as defined in the ~~interim or final order, as applicable,~~ approving that certain *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (as may be amended, restated, or otherwise modified from time to time, the "DIP Order"));

viii. pursuant to section 364(c)(2) of the Bankruptcy Code, granting the Liens (as defined herein) in favor of the Administrative Agent (on behalf of the Purchasers), to the extent any transfer of Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale; and

ix. pursuant to section 362 of the Bankruptcy Code, modifying the automatic stay to permit deduction of the Repayment Amounts (as defined herein) by the Receivables Program Debtors and the enforcement of remedies under the Amended Receivables Agreements; ~~and~~

~~x. requesting that a final hearing (the "Final Hearing") be scheduled and held within 28 days of entry of this Interim Order, and that notice procedures in respect of the Final Hearing be established by this Court to consider entry of a final order (the "Final Order") authorizing, on a final basis, among other things, the relief granted herein;~~

all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that

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venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion ~~and~~, the First Day Declaration, and the Li Declaration; and this Court having ~~held a hearing on June 6, 2023 to consider entry of this~~entered the Interim Order; and this Court having found that the relief requested in the Motion is essential for the continued operation of the Debtors' business ~~and necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003~~; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and this Court having found that proper and adequate notice of the Motion and hearing thereon has been given under the circumstances and that no other or further notice is necessary; and this Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before this Court in connection with the Motion, ~~it is~~IT IS **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on ~~an interim~~a final basis as set forth herein.

~~2. The final hearing (the "Final Hearing") on the Motion shall be held on June 29, 2023, at 10:00 a.m., prevailing Eastern Time. Any objections or responses to entry of a Final Order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on June 22, 2023, and shall be served on: (a) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Christopher Marcus, Derek I. Hunter; (b) counsel to~~

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~~PNC Bank, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020,~~

~~Attn: Brian Trust and Dabin Chung; (c) counsel to the Ad Hoc First Lien Group, Gibson, Dunn~~

~~& Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg and~~

~~Steven Domanowski; and (d) the Office of the United States Trustee Regions 3 & 9 (the “U.S.~~

~~Trustee”), One Newark Center, Suite 2100, Newark, New Jersey 07102.~~

2. ~~3.~~ Debtors’ Stipulations.

(a) Subject to Paragraph 25 hereof, the Debtors admit, stipulate, and agree that the outstanding balance owed under the Receivables Program as of the Petition Date was approximately \$37,500,000.

(b) Without limiting the rights of any statutorily appointed committee or any other party in interest, in each case, with standing and requisite authority, the Debtors permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree that the transfers of the Receivables by the Originators, whether occurring prior to or subsequent to the Petition Date, constitute true sales or contributions under applicable non-bankruptcy law and are hereby deemed true sales or contributions and were or will be for fair consideration and are not otherwise voidable or avoidable. Upon the transfer of the Receivables to Cyxtera Receivables Holdings, the Receivables did (with respect to transfers occurring prior to the Petition Date) and will (with respect to transfers occurring on or after the Petition Date) become the sole property of Cyxtera Receivables Holdings, and none of the Debtors, nor any creditors of the Debtors, shall retain any ownership rights, claims, liens, or interests in or to the Receivables or any proceeds thereof pursuant to section 541 of the Bankruptcy Code, pursuant to substantive consolidation, or

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otherwise. Neither the Receivables nor proceeds thereof (excluding any such proceeds constituting purchase price payments made by Cyxtera Receivables Holdings to the Originators pursuant to the Purchase and Sale Agreement in respect of Receivables to the extent such payments are made in accordance with the terms of the Amended Receivables Agreements (such purchase price payments, “Permitted Purchase Price Payments”)) shall constitute property of the bankruptcy estate of any of the Debtors, notwithstanding any intentional or inadvertent deposit of any proceeds (excluding Permitted Purchase Price Payments) of the Receivables in bank accounts owned or controlled by any of the Debtors.

3. ~~4.~~ *Release of Claims.* Subject to Paragraph ~~25~~25 hereof, and ~~entry of a~~effective as of the date of this Final Order, each of the Debtors and the Debtors’ estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, and its and their present and former shareholders, members, partners, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives, and to the maximum extent permitted by applicable law, hereby absolutely, unconditionally, irrevocably, and fully forever waive, discharge, acquit, and release, of and from any and all claims (as such term is defined in the Bankruptcy Code), counterclaims, demands, indebtedness, accounts, contracts, liabilities, responsibilities, disputes, remedies, causes of action, defenses or setoff rights, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories

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of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof, in each case arising from or related to any acts or transactions occurring prior to the Petition Date against Cyxtera Receivables Holdings or with respect to any property heretofore conveyed to Cyxtera Receivables Holdings, PNC Bank, PNCCM, the Administrative Agent, the Purchasers, and with respect to each of the foregoing, their respective affiliates, agents, officers, directors, employees, and attorneys (collectively, in each case solely in their capacity as such, the “Released Parties”), of any kind, nature or description arising from or related to the Receivables Program, whether known or unknown, foreseen or unforeseen or liquidated or unliquidated, whether arising at law or in equity or upon contract or tort or under any state or federal law or otherwise, including any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any similar provisions of applicable state or federal law; *provided, however*, that nothing in ~~this~~the Interim Order or this Final Order releases any party thereto from its contractual obligations under the Amended Receivables Agreements or in any way affects its property interests in the Receivables or the proceeds thereof.

4. ~~5. Immediate~~ *Need for Continued Access to Receivables Program.* Based on the record established and evidence presented at the interim and final hearings on the Motion, including the First Day Declaration, and the representations of the parties, this Court makes the following findings:

- (a) Good cause has been shown for the entry of this ~~Interim~~Final Order.

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(b) The Debtors have ~~an immediate~~a need for the uninterrupted continuation of the Receivables Program in order to support the ongoing operations of their businesses, and entry into the Amended Receivables Agreements and the continued performance of the Debtors' respective obligations under the Amended Receivables Agreements is in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. If the Receivables Program is not amended, it will result in an immediate adverse impact on the Debtors' liquidity.

(c) The Debtors could not continue the Receivables Program nor, given their current financial condition, financing arrangements, and capital structure, could they obtain any alternative postpetition financing on an unsecured basis, without the Receivables Program Debtors (i) granting, pursuant to section 364(c)(1) of the Bankruptcy Code, claims having priority over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than superpriority claims (x) allowed pursuant to section 364(c)(1) of the Bankruptcy Code as set forth in the DIP Order (the "DIP Superpriority Claims") and (y) in respect of the ~~Carve-Out~~Carve Out and (ii) securing, pursuant to sections 364(c) and (d) of the Bankruptcy Code, such indebtedness and obligations with security interests in and liens upon the Receivables as more fully set forth in the Motion.

(d) Each Amended Receivables Agreement constitutes a valid and binding obligation of each Debtor party thereto, enforceable against each such Debtor in accordance with its terms, and each applicable Debtor's entry into each applicable Amended Receivables Agreement is in the best interests of the Debtors and their estates. The terms and conditions of

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the Amended Receivables Agreements have been negotiated in good faith and at arm's length, and the transfers made or to be made and the obligations incurred or to be incurred thereunder shall be deemed to have been made for fair or reasonably equivalent value and in good faith (and without intent of the Debtors to "hinder, delay or defraud any creditor") as those terms are used in the Bankruptcy Code, and the transactions contemplated thereunder shall be deemed to have been made in "good faith" as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by sections 363(m) and 364(e) of the Bankruptcy Code.

6. *Authorization of Amendments and Continuation of Receivables Program.*

(a) In furtherance of the foregoing and without further approval of this Court, the Receivables Program Debtors are expressly authorized and empowered to execute and deliver (or to have previously executed and delivered), the Amended Receivables Agreements and all related documents and instruments to be (or to have been) executed and delivered in connection therewith, as applicable. Upon execution and delivery of the Amended Receivables Agreements, the Amended Receivables Agreements shall constitute valid, binding and unavoidable obligations of Cyxtera Technologies, Cyxtera Communications, and/or Cyxtera Federal, enforceable against each of them in accordance with the terms of the Amended Receivables Agreements and this ~~Interim~~Final Order. No obligation, payment, transfer, or grant of security under the Amended Receivables Agreements, the Interim Order, or this ~~Interim~~Final Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or

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549 of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment, claim, or counterclaim.

(b) Pursuant to the Amended Receivables Agreements, (i) the Termination Date (each as defined in the Receivables Purchase Agreement) shall be deemed not to have occurred as a consequence of the filing of these chapter 11 cases, the taking of corporate or similar action by any of the Debtors to so authorize such filing, the failure of any Debtor to pay any debts that are otherwise stayed as a result of these chapter 11 cases or the written admission by any Debtor of its inability to pay its debts and (ii) certain additional Termination Events related to events in these chapter 11 cases shall be added to the Receivables Purchase Agreement.

(c) The Originators are expressly authorized to transfer, and shall be deemed to have transferred, free and clear of all liens, claims, encumbrances, and other interests of themselves or their respective creditors pursuant to sections 363(b)(1) and (f) of the Bankruptcy Code, the Receivables to Cyxtera Receivables Holdings, without recourse (except to the extent provided in the Purchase and Sale Agreement and the other Amended Receivables Agreements).

(d) The Receivables Program Debtors, as applicable, are expressly authorized to:

(i) continue to perform, and cause Cyxtera Communications' and Cyxtera Technologies' wholly-owned non-Debtor subsidiary, Cyxtera Receivables Holdings, to continue to perform, their respective obligations under the Amended Receivables Agreements; and

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(ii) make, execute, and deliver, and are authorized to cause

Cyxtera Communications' and Cyxtera Technologies' wholly-owned non-Debtor subsidiary, Cyxtera Receivables Holdings, to continue to make, execute, and deliver, all instruments and documents and perform all other acts that may be reasonably required in connection with the Amended Receivables Agreements and the transactions contemplated thereby; it being expressly contemplated that, pursuant to the terms of the Amended Receivables Agreements, with respect to the Receivables Program Debtors, each shall be expressly authorized and empowered pursuant to section 363(b)(1) of the Bankruptcy Code to make, execute and deliver all instruments and documents and perform all other acts that may be reasonably required in connection with the Amended Receivables Agreements and the transactions contemplated thereby. Moreover, transfers of Receivables under the Amended Receivables Agreements are in good faith, and Cyxtera Receivables Holdings shall be entitled to the full benefits of section 363(m) of the Bankruptcy Code in connection with any transfers made pursuant to the provisions of the Amended Receivables Agreements. All obligations of the Receivables Program Debtors owing to the Administrative Agent, the Purchasers, Cyxtera Receivables Holdings, and the other Secured Parties, as applicable, under and as provided for in the Amended Receivables Agreements are collectively hereinafter referred to as the "Receivables Program Obligations."

(e) Upon the execution and delivery thereof, the Amended Receivables Agreements shall constitute legal, valid, and binding obligations of each Receivables Program Debtor, as applicable, and are enforceable in accordance with their terms (other than, except as provided herein, in respect of the stay of enforcement arising from section 362 of the Bankruptcy

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Code). Liens and security interests granted in favor of, or assigned to, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers (in each case solely in their capacity as such) and against the Servicer or any Originator, pursuant to and in connection with the Amended Receivables Agreements, are valid, binding, perfected, and enforceable liens and security interests in the personal property described in the applicable Amended Receivables Agreements and not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except as provided herein.

(f) Any proceeds (excluding Permitted Purchase Price Payments) of the Receivables or other “Sold Assets” or “Seller Collateral” (each as defined in the Receivables Purchase Agreement) coming into the possession or control of any Debtor shall be held in trust for the benefit of the Administrative Agent and the Purchasers.

(g) The limited liability company interests in Cyxtera Receivables Holdings are property of the estate of Debtor Cyxtera Communications and subject to the automatic stay.

7. *Assumption of Amended Receivables Agreements.* The Debtors, as applicable, hereby assume the Amended Receivables Agreements and ratify and affirm their respective obligations thereunder (including the continued sale and contribution of Receivables to Cyxtera Receivables Holdings under the Purchase and Sale Agreement) pursuant to sections 363 and 365 of the Bankruptcy Code.

8. *Superpriority Claims.* In accordance with section 364(c)(1) of the Bankruptcy Code, the Receivables Program Obligations shall constitute allowed senior administrative expense claims against the Receivables Program Debtors (without the need to file

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any proof of claim) (the “Superpriority Claims”) with priority (except as otherwise provided herein) over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Receivables Program Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including, but not limited to, sections 105, 326, 328, 330, 331, 503(b), 506(c) ~~(subject to entry of the Final Order)~~, 507(a), 507(b), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, subject only to any DIP Superpriority Claims (which shall be *pari passu* with the Superpriority Claims) and the Carve Out (which shall be senior to the DIP Superpriority Claims and the Superpriority Claims), which Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and shall be payable from, and have recourse to, all prepetition and postpetition property of the Receivables Program Debtors and all proceeds thereof. Other than as expressly provided herein, including with respect to the Carve Out and the DIP Superpriority Claims, no cost or expense of administration that has been or may be asserted against a Debtor under sections 105, 364(c)(1), 503(b), 506(c) ~~(subject to entry of the Final Order)~~, or 507(b) of the Bankruptcy Code, or otherwise, including those resulting from the conversion of any of these chapter 11 cases pursuant to section 1112 of the Bankruptcy Code, shall be senior to, or *pari passu* with, the Superpriority Claims of the

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Administrative Agent, the Purchasers, or Cyxtera Receivables Holdings. The Administrative Agent shall be permitted to enforce on a derivative basis any Superpriority Claims belonging to Cyxtera Receivables Holdings in respect of the Receivables Program Obligations. The Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this InterimFinal Order or any provision hereof is vacated, reversed or modified, on appeal, or otherwise. The Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code, and shall be allowed against each Receivables Program Debtor on a joint and several basis.

9. *Carve Out.* Notwithstanding any provision of ~~this~~the Interim Order, this Final Order, or the Amended Receivables Agreements to the contrary, the Superpriority Claims shall be subject and subordinate to the Carve Out in all respects.

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10. *Security Interests and Liens.*

(a) Notwithstanding the foregoing, if any transfer of Receivables from the Originators to Cyxtera Receivables Holdings on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than an absolute sale, to secure each Originator's postpetition obligations to Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the other Secured Parties under the Amended Receivables Agreements, and the Administrative Agent (for the benefit of the Purchasers) are hereby granted, pursuant to section 364(c)(2) of the Bankruptcy Code, valid, binding, continuing, enforceable, unavoidable and fully perfected first-priority continuing security interests in and liens upon all of such Originator's rights in the Receivables originated and purported to be sold or contributed through the Receivables Program on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired (the "Receivables Liens").

(b) In addition, the Administrative Agent (for the benefit of the Purchasers) is hereby granted (effective and perfected upon the date of ~~this~~the Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, unavoidable and fully perfected continuing first-priority security interests in all of Cyxtera Communications' now existing and hereafter acquired or arising, right, title and interest in, to and under all investment property, capital stock, shares, securities, member interests, partnership interests, equity interests, warrants, options, put rights, call rights, similar rights, and all other ownership or participation interests in

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Caption of Order: ~~Interim~~Final Order (I) Authorizing Certain Debtors to Continue Selling, Contributing, and Servicing Receivables and Related Rights Pursuant to the Receivables Program, (II) Modifying the Automatic Stay, and (III) ~~Scheduling a Final Hearing, and (IV) Granting Related Relief~~

Cyxtera Receivables Holdings and all proceeds and products thereof (the “Pledge Liens,” collectively with the Receivables Liens, the “Liens”).

(c) The Liens shall (i) not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors’ estates under section 551 of the Bankruptcy Code, (ii) not be subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise, and (iii) be subject and subordinate to the Carve Out. The Liens shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code ~~or, upon entry of the Final Order,~~and the Debtors shall not invoke the “equities of the case” exception of section 552(b) or 506(c) of the Bankruptcy Code.

(d) The Liens granted to the Administrative Agent pursuant hereto shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable, and effective, by operation of law as of the Petition Date without any further action by any Debtor, the Administrative Agent, or the Purchasers, and without the necessity of execution by any Debtor, or the filing or recordation, of any financing statements, security agreements, or other documents. No lien senior to or *pari passu* with the Liens may be permitted under section 364(d)(1) of the Bankruptcy Code against the Receivables. The foregoing provision shall continue the enforceability, perfection, and priority of the Liens notwithstanding any name change, change of location or other action by any of the Receivables Program Debtors that would require the filing of amendments to financing statements. The Liens shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this ~~Interim~~Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

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11. *Preservation of Rights Granted Under This ~~Interim~~Final Order.* Other than the Carve- Out and the DIP Superpriority Claims, no claim having a priority superior to or *pari passu* with those granted by ~~this~~the Interim Order or this Final Order shall be granted or allowed while any of the Amended Receivables Agreements remain outstanding. This ~~Interim~~Final Order and the Amended Receivables Agreements shall survive, and shall not be modified, impaired, or discharged by the entry of an order converting any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of these chapter 11 cases, terminating the joint administration of these chapter 11 cases or by any other act or omission. The Liens, the Superpriority Claims, and all other rights and remedies granted by the provisions of this ~~Interim~~Final Order and the Amended Receivables Agreements shall continue in full force and effect until the Amended Receivables Agreements expire by their terms or have been otherwise terminated, including by agreement of the parties in connection with a chapter 11 plan confirmed by this Court.

12. *Setoff of Repayment Amounts.* Pursuant to the Amended Receivables Agreements, Cyxtera Receivables Holdings may deduct from the purchase price of the Receivables amounts that are payable by the Originators to Cyxtera Receivables Holdings in respect of violations of certain representations and warranties and dilution items (the “Repayment Amounts”), and the automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary solely to permit the deduction of such amounts by Cyxtera Receivables Holdings, as contemplated by the Amended Receivables Agreements. The payment by Cyxtera Receivables Holdings of the purchase price for Receivables that are

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subsequently reduced by such Repayment Amounts constitutes an extension of credit to the applicable Originators that is hereby authorized under section 364 of the Bankruptcy Code.

13. *Corporate Separateness.* The performance by the Receivables Program Debtors of their respective obligations under the Amended Receivables Agreements, and the consummation of the transactions contemplated by the Amended Receivables Agreements, and the conduct by the Debtors of their respective businesses, whether occurring prior to or subsequent to the Petition Date, do not, and shall not, provide a basis for: (a) a substantive consolidation of the assets and liabilities of any or all of Cyxtera Technologies, any Originator or any other Debtor with the assets and liabilities of Cyxtera Receivables Holdings or (b) a finding that the separate corporate identities of Cyxtera Receivables Holdings, Cyxtera Technologies, any Originator or any other Debtor may be ignored. Notwithstanding any other provision of this ~~Interim~~Final Order, the Administrative Agent and the Purchasers have agreed to enter into the applicable Amended Receivables Agreements in express reliance on Cyxtera Receivables Holdings being a separate and distinct legal entity, with assets and liabilities separate and distinct from those of any of the Debtors.

14. *Payment of Fees, Costs, and Expenses.* Pursuant to the Amended Receivables Agreements and as described in the Motion, Cyxtera Communications is hereby authorized and directed (without the necessity of any further application being made to, or order obtained from, this Court) to cause (or to have previously caused) Cyxtera Receivables Holdings, as an affiliate of Cyxtera Communications, to pay certain fees in consideration of, among other things, the efforts of, and services performed by, the Administrative Agent and the Purchasers and certain

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costs and expenses of the Administrative Agent and the Purchasers, in each case as provided for in the Amended Receivables Agreements.

15. *Account Control Agreements.* That certain *Deposit Account Control Agreement* dated as of May 17, 2023, by and among Debtor Cyxtera Communications, the Administrative Agent, and Cyxtera Receivables Holdings, and that certain *Deposit Account Control Agreement* dated as of October 3, 2022, by and among Cyxtera Receivables Holdings, Cyxtera Technologies, the Administrative Agent and Bank of America, N.A. (together, the “DACAs”) are hereby approved in all respects, and each of Cyxtera Communications and Cyxtera Technologies is authorized, but not directed to, continue performance of its obligations thereunder.

16. *Parties in Interest; Successors.* The Amended Receivables Agreements ~~and~~, the ~~provisions of this~~ Interim Order, and this Final Order shall be binding upon all parties in interest in these chapter 11 cases, including, without limitation, the Debtors, Cyxtera Receivables Holdings, the Administrative Agent, the Purchasers and the respective successors and assigns of each of the foregoing (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of, without limitation, the Debtors, Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers.

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17. *Derivative Standing.* Nothing in this ~~Interim~~Final Order vests or confers on any person (as defined in the Bankruptcy Code), including any statutorily appointed committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates.

18. *No Control; No Fiduciary Duties.* Cyxtera Receivables Holdings, the Administrative Agent, and the Purchasers shall not (a) be deemed to be in control of the operations of the Debtors or (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

19. *Reversal, Modification, Stay or Vacatur.* If any or all of the provisions of ~~this~~the Interim Order or this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification, or vacatur shall not affect (a) the validity of any transfer of the Receivables made pursuant to the provisions of the Amended Receivables Agreements prior to written notice to the Administrative Agent and Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification, or vacatur, (b) the validity of any obligation or liability incurred by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal prior to written notice to the Administrative Agent or Cyxtera Receivables Holdings of the effective date of such reversal, stay, modification or vacatur, or (c) the validity and enforceability of any priority authorized or created hereby or pursuant to the Interim Order or this Final Order or pursuant to the Amended Receivables Agreements. Notwithstanding any such reversal, stay, modification, or vacatur, any indebtedness, obligations, or liabilities incurred or payment made by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal, prior to written notice to the Administrative Agent or Cyxtera Receivables Holdings of the effective date of such reversal,

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stay, modification, or vacatur, shall be governed in all respects by the original provisions of this ~~Interim~~Final Order, and the Administrative Agent, the Purchasers, and Cyxtera Receivables Holdings shall be entitled to all the rights, remedies, privileges, and benefits granted herein, and pursuant to the Amended Receivables Agreements with respect to all such indebtedness, obligations, or liabilities (including, without limitation, with respect to the manner in which the proceeds of the Receivables are applied) and to the full benefits of sections 363(m) and 364(e) of the Bankruptcy Code in connection therewith.

20. *Continuing Effect of Order.* Any dismissal, conversion, or substantive consolidation of these chapter 11 cases shall not affect the rights of the Administrative Agent and the Purchasers under ~~this~~the Interim Order and this Final Order, and all of their rights and remedies hereunder shall remain in full force and effect as if these chapter 11 cases had not been dismissed, converted, or substantively consolidated. Any order dismissing any of these chapter 11 cases under section 1112 of the Bankruptcy Code shall provide or deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) the claims, liens, and security interests granted to the Administrative Agent and the Purchasers pursuant to ~~this~~the Interim Order and this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this ~~Interim~~Final Order until all Receivables Program Obligations, and all other obligations under the Amended Receivables Agreements shall have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all purchase and funding commitments of the Purchasers under the Amended Receivables Agreements have terminated; (b) such claims, liens and security interests shall,

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notwithstanding such dismissal, remain binding on all persons; and (c) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (a) and (b) above.

21. *Not Property of the Estate; No Surcharge.* Upon a sale or contribution of any and all Receivables to Cyxtera Receivables Holdings, any and all such Receivables sold and/or contributed, whenever created, are and shall be the property of Cyxtera Receivables Holdings and not property of the Debtors' estates. Accordingly, ~~subject to and effective upon entry of the Final Order,~~ no expenses of administration of these chapter 11 cases or any future proceeding or case that may result from these chapter 11 cases, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against the Receivables, or the proceeds thereof pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Administrative Agent (email to suffice), and no such consent shall be implied from any other action, inaction, or acquiescence by the Administrative Agent.

22. *Rights and Remedies Against the Debtors.* The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Administrative Agent to exercise any rights and remedies to the extent provided for in the Receivables Purchase Agreement and to the extent provided for in the Amended Receivables Agreements, including to take any or all of the following actions without further order of or application to this Court, in each case solely to the extent provided for in the Amended Receivables Agreements: (a) cease to make any extensions of credit or advances to Cyxtera Receivables Holdings; (b) declare all Receivables Program Obligations to be immediately due

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and payable; (c) place an administrative hold on accounts maintained by Cyxtera Receivables Holdings with the Administrative Agent; (d) set off and apply immediately any and all amounts in accounts maintained by Cyxtera Receivables Holdings with the Administrative Agent against any obligations owing by Cyxtera Receivables Holdings under the Receivables Purchase Agreement; (e) set off and apply any and all amounts in accounts maintained by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal against any obligations owing by Cyxtera Technologies, Cyxtera Communications, or Cyxtera Federal under the Amended Receivables Agreements; *provided, however*, that no such set off shall be made to the extent such accounts secure the DIP Facility (as defined in the DIP Order); (f) demand payment or performance of any Guaranteed Obligations (as defined in the Performance Guaranties, as applicable); and (g) take any other actions or exercise any other rights or remedies permitted under the Order, the Amended Receivables Agreements or applicable law to effect the repayment and satisfaction of the obligations under the Amended Receivables Agreements; *provided, however*, that prior to any such exercise of rights or remedies (other than the rights and remedies described in clauses (a), (b), (c), and (d) above), the Administrative Agent shall give five business days' prior written notice to the Debtors (with copies to the DIP Agent (as defined in the DIP Order), the Ad Hoc First Lien Group, ~~any statutorily appointed committee~~the official committee of unsecured creditors appointed in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code (the "Committee"), and the U.S. Trustee). The Administrative Agent shall be entitled, derivatively, to assert any and all of the rights of Cyxtera Receivables Holdings

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arising as a result of the Amended Receivables Agreements, including, without limitation, those rights conveyed under section 363(m) of the Bankruptcy Code.

23. *Disclaimer of Liability.* Nothing in ~~this~~the Interim Order, this Final Order, the Amended Receivables Agreements, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Administrative Agent or any Purchaser of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business or in connection with their restructuring efforts.

24. *Order Governs.* In the event of any inconsistency between the provisions of this ~~Interim~~Final Order and the Amended Receivables Agreements, the provisions of this ~~Interim~~Final Order shall govern.

25. *Binding Effect of Stipulations and Releases.* Subject to the Challenge Period (as defined below), the stipulations, admissions, and releases contained in Paragraphs 32 and 43 of this ~~Interim~~Final Order shall be binding upon the Debtors and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) in all circumstances. The stipulations, admissions, and releases contained in Paragraphs 32 and 43 of this ~~Interim~~Final Order shall be binding upon all other parties in interest, including, without limitation, any statutorily appointed committee, unless a party in interest either with standing or the requisite authority (other than the Debtors, as to which any right to challenge the stipulations, admissions, and releases contained in Paragraphs 32 and 43 of this ~~Interim~~Final Order is irrevocably waived and relinquished) has timely and properly filed an

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adversary proceeding or contested matter under the Bankruptcy Rules (i) before the earlier of (a) five (5) business days prior to the commencement of the hearing to confirm a chapter 11 plan in these chapter 11 cases; and (b) ~~except as to any statutorily appointed committee (the “Committee”), seventy-five (75) calendar days after entry of this Interim Order; and (c) in the case of any such adversary proceeding or contested matter filed by any Committee, sixty (60) calendar days after the appointment of such Committee~~August 20, 2023 (the “Challenge Period” and the date of expiration of the Challenge Period, the “Challenge Period Termination Date”); *provided, however*, that if, prior to the end of the Challenge Period, (x) the cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days or (B) such other time as ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (ii) seeking to avoid, object to, or otherwise challenge stipulations, admissions, and releases contained in Paragraphs 32 and 43 of this ~~Interim~~Final Order (any such claim, a “Challenge”), and (iii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter. If no such standing motion is timely filed prior to the expiration of the Challenge Period, then, without further order of this Court, all of the stipulations, admissions, and releases contained in Paragraphs 32 and 43 of this ~~Interim~~Final Order shall be binding upon all parties in interest in these chapter 11 cases and shall not be subject to challenge or modification in any respect. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is

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filed and overruled) the stipulations, admissions, and releases contained in Paragraphs 32 and 43

of this InterimFinal Order shall nonetheless remain binding on the Debtors and any parties in interest (including anythe Committee). Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations, admissions, and releases contained in Paragraphs 32 and 43 of this InterimFinal Order, shall nonetheless remain binding and preclusive on any Ecommittee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date.

Nothing in this InterimFinal Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Ecommittee appointed in these chapter 11 cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Receivables Program, and a separate order of the Court conferring such standing on any Ecommittee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Ecommittee or such other party-in-interest.

26. *Reporting.* The Debtors shall provide copies of the Interim Reports (as defined in the Amended Receivables Agreements) to Gibson, Dunn & Crutcher LLP, counsel to the Ad Hoc First Lien Group, and to ~~any statutory~~the eCommittee ~~appointed in these chapter 11 cases~~ each date an Information Package is delivered to either Cyxtera Receivables Holdings or the Administrative Agent, as applicable after entry of this InterimFinal Order.

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27. *Effect of This InterimFinal Order.* This InterimFinal Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this InterimFinal Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this InterimFinal Order.

28. *Amendments.* Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by, or on behalf of, the Debtors and the Administrative Agent, after five (5) business days' notice to the U.S. Trustee, any statutorily appointed committee, the DIP Agent, and counsel to the Ad Hoc First Lien Group; *provided* that any of the U.S. Trustee, any statutorily appointed committee, any DIP Lender, or the DIP Agent reserves the right to file a motion with the Court to contest any waiver, modification, or amendment within that five (5) business days' notice period on an emergency basis, and such waiver, modification, or amendment will not become effective until a resolution of the motion.

29. *Proofs of Claim.* The Administrative Agent and the Purchasers shall not be required to file proofs of claim in these chapter 11 cases, including without limitation, following conversion to a chapter 7 of the Bankruptcy Code, or in any successor case.

30. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this InterimFinal Order.

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

~~32. Bankruptcy Rule 6003(b) has been satisfied.~~

32. ~~33.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this ~~Interim~~Final Order shall be immediately effective and enforceable upon entry of this ~~Interim~~Final Order.

33. ~~34.~~ Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

~~36. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Interim Order.~~

~~37. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).~~

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