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*Proposed Co-Counsel for Debtors and
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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

<p>In re:</p> <p>CYXTERA TECHNOLOGIES, INC., <i>et al.</i>,</p> <p>Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 23-14853 (JKS)</p> <p>(Jointly Administered)</p>
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**CERTIFICATE
OF NO OBJECTION
WITH RESPECT TO DEBTORS'
MOTION FOR INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO OBTAIN**

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.



POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, AND (VI) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that in connection with the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 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 the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "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 the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 70] 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. Further, the relief reflected in the Proposed Final Order reflects the

terms of a settlement between the Debtors, the Committee, and the Ad Hoc Group. Accordingly, the Debtors respectfully request that the Court enter the Proposed Final Order without a hearing.

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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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)

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.

**FINAL ORDER
(I) AUTHORIZING THE
DEBTORS TO OBTAIN POSTPETITION
FINANCING, (II) AUTHORIZING THE DEBTORS
TO USE CASH COLLATERAL, (III) GRANTING LIENS
AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE
CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING
THE AUTOMATIC STAY, AND (VI) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through seventy-seven (77),
is **ORDERED**.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above captioned chapter 11 cases (collectively, the “Cases”), pursuant to sections 105, 361, 362, 363, 364, 503, 506(c) (subject to entry of a Final Order), 507, and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 4001-1, 4001-2, 4001-3 9013-1, 9013-2, 9013-4, and 9013-5 of the Local Rules (the “Local Bankruptcy Rules”) for the United States Bankruptcy Court for the District of New Jersey (the “Court”), seeking entry of this final order (this “Final Order”):

(i) authorizing Cyxtera DC Holdings, Inc., in its capacity as borrower (the “DIP Borrower”), to obtain postpetition financing, and for each of the other Debtors to guarantee unconditionally (the Debtors, other than the DIP Borrower, the “DIP Guarantors”) on a joint and several basis, the DIP Borrower’s obligations in connection with a superpriority senior secured term loan credit facility (the “DIP Facility”) in the aggregate principal amount of \$200,468,511.87 (the “DIP Loans”), consisting of:

(a) New Money Loans. A superpriority senior secured term loan credit facility in the principal amount of \$150 million (the “New Money Commitments” and the term loans made thereunder, the “New Money Loans”), which were fully funded in accordance with the terms and conditions set forth in the DIP Credit Agreement, attached to the Interim Order as Exhibit A (as defined below), of which \$40 million of the New Money Commitments were immediately disbursed directly to the Debtors upon entry of the Interim Order (as defined below) (the “Interim Facility”), and of which \$110 million of the New Money Commitments were funded into an escrow account (the “Escrow Account”) of the Borrower in accordance with the terms and conditions set forth in the Escrow Agreement;

(b) Roll-Up Loans. A superpriority term loan facility in the principal amount of \$36 million plus \$ 468,511.87 of accrued and unpaid interest on account of the Prepetition Priority Loans (as defined below) (the “Roll-Up”

² Capitalized terms used but not defined herein have the meaning given to such terms in the Motion or the DIP Credit Agreement (as defined herein), as applicable.

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

Case No. 23-14853 (JKS)

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Loans”), which Roll-Up Loans were fully funded and an equal amount of Prepetition Priority Loans plus accrued and unpaid interest on account of such Prepetition Priority Loans were converted into and exchanged for, such Roll-Up Loans, in each case, in accordance with the terms and conditions set forth in the DIP Credit Agreement and all other terms and conditions of the DIP Documents. Upon entry of the Interim Order, the Roll-Up Loans were deemed to be made by each Lender (as defined in the DIP Credit Agreement) that is a Prepetition Priority Lender (as defined below). On the terms set forth in the syndication procedures each Prepetition First Lien Lender that properly executed and returned to counsel to the Debtors (being, Kirkland & Ellis LLP) a signature page to the Restructuring Support Agreement was offered the right to purchase DIP Loans (including Roll-Up Loans other than Roll-Up Loans issued in exchange for accrued and unpaid interest with respect to the Prepetition Priority Loans) on a pro rata basis based on their Prepetition First Lien Term Loans and/or Prepetition Revolving Loans;

(c) Deemed Transfer. A superpriority term loan facility in the principal amount of \$14 million (the “Transferred Loans”), which shall consist of escrowed proceeds funded pursuant to the Debtors’ Bridge Facility (as defined in the Motion), and which were transferred for an equal amount of Loans under the DIP Credit Agreement (without accruing any additional or incremental fees related thereto). The Transferred Loan proceeds were immediately released from escrow and thereafter immediately available to the Debtors in accordance with the terms and conditions set forth in the DIP Credit Agreement and all other terms and conditions of the DIP Documents;

(ii) authorizing the DIP Borrower and the DIP Guarantors to (a) enter into and perform under that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of June 7, 2023, among the DIP Borrower, the lenders party thereto (collectively in such capacities, the “DIP Lenders”), and Wilmington Savings Fund Society, FSB, as administrative agent, and collateral agent (in such capacities, the “DIP Agent,” and, together with the DIP Lenders, the “DIP Secured Parties”) (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “DIP Credit Agreement”) and the other DIP Documents (as defined below) and (b) enter into and perform under that certain Escrow Agreement (the “Escrow Agreement”), dated as of June 7, 2023, among the DIP Borrower, the DIP Agent, and The Bank of New York Mellon, as the initial escrow agent (the “Escrow Agent”); and each of the foregoing, together with the Interim Order, this Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith (including the fee letters executed by the DIP Borrower in connection with the DIP Facility and the Escrow Agreement, and other guarantee and security documentation, collectively,

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Case No. 23-14853 (JKS)
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the “DIP Documents”), and to perform such other and further acts as may be required in connection with the DIP Documents;

(iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (w) to pay fees, interest and other amounts payable under the DIP Documents, (x) solely in accordance with the Approved DIP Budget (subject to any Permitted Variance set forth herein and in the DIP Documents), (y) to effectuate the exchange of Prepetition Priority Loans for Roll-Up Loans in accordance with the DIP Credit Agreement, the Interim Order, and this Final Order, and (z) to provide working capital for, and for other general corporate purposes of, the Debtors and certain of the Debtors’ subsidiaries, including for funding the Carve Out (as defined below) and payment of any Adequate Protection Payments (as defined below) and reasonable and documents transaction costs, fees, and expenses incurred in connection with these Cases, in each case in accordance with the Approved DIP Budget (subject to any Permitted Variance set forth herein and in the DIP Documents);

(iv) authorizing the Debtors to refinance the Roll-Up Loans into DIP Obligations under the DIP Facility;

(v) granting adequate protection to the Prepetition First Lien Secured Parties (as defined below);

(vi) granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtors, whether such property is presently owned or after-acquired, and each Debtors’ estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the (x) Carve Out (as defined below) (y) any liens granted in connection with the Receivables Program (the “Receivables Program Liens”), and (z) other valid, perfected and unavoidable liens, if any, existing as of the Petition Date that are senior to the liens or security interests of the First Lien Secured Parties as of the Petition Date by operation of law (the “Senior Liens”);

(vii) granting superpriority administrative expense claims against each of the Debtors’ estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature (x) subject and subordinate only to the payment of the Carve Out and (y) subject to the Receivables Program Superpriority Claim (which shall rank *pari passu* with the DIP

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
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Superpriority Claim) on the terms and conditions set forth herein and in the DIP Documents;

(viii) waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral or DIP Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(ix) for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(x) pursuant to Bankruptcy Rule 4001, holding a final hearing (the "Final Hearing") on the Motion before this Court to consider entry of this Final Order, among other things, (1) authorizing the Debtors to, on an final basis, borrow from the DIP Lenders a principal amount of \$200,468,511.87 in DIP Loans, (2) authorizing the DIP Guarantors to guaranty the DIP Obligations, (3) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (4) granting the adequate protection described in this Final Order, and (5) authorizing the Debtors to execute and deliver the DIP Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith; and

(xi) granting related relief.

B. This Court having considered the Motion, the exhibits thereto, the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* [Docket No. 20] (the "First Day Declaration"), the *Declaration of Eric Koza in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 24] (the "Koza Declaration"), the *Declaration of Ronen Bojmel in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors*

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

Case No. 23-14853 (JKS)

Caption of Order: Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief

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 [Docket No.25] (the “Bojmel Declaration”), and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held on June 6, 2023 and the Final Hearing held on July 19, 2023, and this Court having entered, after the Interim Hearing, that certain *Interim Order (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* [Docket No. 70] (the “Interim Order”); and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the final relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors’ business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that

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Case No. 23-14853 (JKS)
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no other or further notice of the final relief granted herein need be given under the circumstances; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE FINAL HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Date. On June 4, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey commencing these Cases. On June 6, 2023, the Court entered an order approving joint administration of the Cases.

B. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Cases and proceedings on the Motion is properly before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
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D. Committee. On June 21, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors in these Cases pursuant to section 1102 of the Bankruptcy Code (the “Committee”).

E. Debtors’ Stipulations. Subject only to the rights of parties in interest specifically set forth in paragraph I.12 of this Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Final Order), the Debtors stipulate and agree that (collectively, paragraphs E(i) through (viii) below are referred to herein as the “Debtors’ Stipulations”):

(i) Prepetition Priority Term Loan Facility.

(a) Prepetition Priority Credit Agreement. Under that certain First Lien Priority Credit Agreement dated as of May 4, 2023, by and among Cyxtera DC Parent Holdings, Inc. (“Holdings”), the DIP Borrower, as borrower, certain of the Debtors party thereto, as guarantors, the lenders party thereto (collectively, the “Prepetition Priority Lenders”), the other parties thereto, Wilmington Savings Fund Society, FSB, as administrative agent (the “Prepetition Priority Administrative Agent”), and together with the Prepetition Priority Lenders, the “Prepetition Priority Secured Parties”) (such credit agreement, as amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition Priority Credit Agreement”, and together with the other “Loan Documents” (as defined in the Prepetition Priority Credit Agreement), the “Prepetition Priority Loan Documents”), the Prepetition Priority Lenders provided loans in an aggregate principal amount of \$50 million (the “Prepetition

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
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Priority Loans” and the facility, the “Prepetition Priority Term Loan Facility”). As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition Priority Lenders and the Prepetition Priority Administrative Agent pursuant to the Prepetition Priority Loan Documents, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of \$50 million *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Loan Document Obligations (as defined in the Prepetition Priority Credit Agreement) owing under or in connection with the Prepetition Priority Loan Documents (collectively, the “Prepetition Priority Obligations”).

(b) *Prepetition Priority Liens and Prepetition Priority Collateral.*

As more fully set forth in the Prepetition Priority Loan Documents, prior to the Petition Date, the Prepetition Priority Obligations are secured by first priority liens on and security interest in (the “Prepetition Priority Liens”) certain of the Debtors’ assets and property, including, without limitation, a first priority right of payment with respect to, and security interest in and a continuing lien on, the “Collateral” under and as defined in the Prepetition Priority Loan Documents (collectively, the “Prepetition Priority Collateral”).

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
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(ii) Prepetition First Lien Credit Facility.

(a) *Prepetition First Lien Credit Agreement.* Pursuant to that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Prepetition First Lien Credit Agreement,” and collectively with all the Loan Documents (as defined in the Prepetition First Lien Credit Agreement), and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Prepetition First Lien Loan Documents”, and collectively with the Prepetition Priority Loan Documents, the “Prepetition Priority/1L Loan Documents”), by and among DIP Borrower, Holdings, the financial institutions from time to time party thereto as Lenders (as defined in the Prepetition First Lien Credit Agreement), Citibank, N.A., as administrative agent (the “Prepetition First Lien Administrative Agent” and together with the Prepetition Priority Administrative Agent, the “Prepetition Priority/1L Administrative Agents”) and as Collateral Agent (the “Prepetition First Lien Collateral Agent”), and the Term Lenders (as defined in the Prepetition First Lien Credit Agreement) from time to time party thereto (collectively, the “Prepetition First Lien Term Loan Lenders”) and the Revolving Lenders (as defined in the Prepetition First Lien Credit Agreement) party thereto (collectively, the “Prepetition Revolving Lenders”, and together with the Prepetition First Lien Term Loan Lenders, the “Prepetition First Lien Lenders”, and collectively with the Prepetition Priority Lenders, the “Prepetition Lenders”), the Prepetition First Lien Term Loan Lenders

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provided term loans and other financial accommodations to the DIP Borrower (the “Prepetition First Lien Term Loans”) and the Prepetition Revolving Lenders provided revolving loans and other financial accommodations to the DIP Borrower (the “Prepetition Revolving Loans”, and together with the Prepetition First Lien Term Loans, the “Prepetition First Lien Facility,” and together with the Prepetition Priority Loans, the “Prepetition Priority/1L Facilities”). As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition First Lien Lenders and the Prepetition First Lien Administrative Agent (collectively, the “Prepetition First Lien Secured Parties,” and together with the Prepetition Priority Secured Parties, the “Prepetition Priority/1L Secured Parties”) pursuant to the Prepetition First Lien Loan Documents, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of \$961,496,926 *plus* accrued and unpaid interest with respect thereto, letters of credit in the aggregate face amount of \$4,943,699, and any additional fees, costs, expenses (including any attorneys’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Loan Document Obligations (as defined in the Prepetition First Lien Credit Agreement) owing under or in connection with the Prepetition First Lien Loan Documents (collectively, the “Prepetition First Lien Obligations,” and together with the Prepetition Priority Obligations, the “Prepetition Obligations”). The Prepetition Priority Lenders and the Prepetition First Lien Lenders are collectively referred to herein as the “Prepetition Priority/1L Secured Lenders.” Pursuant to the Guarantee Agreements (as defined in the

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
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Prepetition First Lien Credit Agreement), the Debtors, comprising the Guarantors (as defined in the Prepetition First Lien Credit Agreement), guaranteed on a joint and several basis the obligations of the DIP Borrower under the Prepetition First Lien Credit Agreement and the other Prepetition First Lien Loan Documents.

(b) *Prepetition First Lien Credit Agreement Liens and Prepetition First Lien Collateral.* As more fully set forth in the Prepetition First Lien Loan Documents, the Prepetition First Lien Obligations are secured by first priority liens on and security interests in (the “Prepetition First Lien Credit Agreement Liens,” and together with the Prepetition Priority Liens, the “Prepetition Liens”) certain of their assets and property, including, without limitation, a first priority security interest in and a continuing lien on the “Collateral” under and as defined in the Prepetition First Lien Loan Documents (collectively, the “Prepetition First Lien Collateral”, and together with the Prepetition Priority Collateral, the “Prepetition Collateral”).

(iii) *Priority of Prepetition Liens; Intercreditor Agreements.* The Prepetition Priority Administrative Agent and the Prepetition First Lien Administrative Agent, among others, are parties to that certain First Lien Intercreditor Agreement, dated as of May 4, 2023 (as may be further amended, restated, supplemented, or otherwise modified in accordance with its terms, the “Priority/1L Intercreditor Agreement”), to govern the respective rights, interests, obligations, priority, and positions of the Prepetition Priority/1L Secured Parties with respect to the assets and properties of the Debtors and other obligors. Each of the Debtors acknowledged and agreed to the Priority/1L Intercreditor Agreement.

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(iv) Validity, Perfection and Priority of Prepetition Priority Liens and Prepetition Priority Obligations. The Debtors represent, acknowledge and agree that, as of the Petition Date, (a) the Prepetition Priority Liens on the Prepetition Priority Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Priority Secured Parties for fair consideration and reasonably equivalent value; (b) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition Priority Liens were *pari passu* with the Prepetition First Lien Credit Agreement Liens, and senior in priority over any and all other liens on the Prepetition Collateral, subject only to Senior Liens, (c) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition Priority Liens were senior in right to payment in respect of the Prepetition Collateral and the Prepetition Priority Secured Parties were senior in all respects over any and all rights to payment in respect of the Prepetition Collateral (including such rights to payment arising from the Prepetition First Lien Credit Agreement Liens) other than rights to payment arising from any Senior Liens; (d) the Prepetition Priority Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Priority Loan Documents; (e) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Priority Liens or Prepetition Priority Obligations exist, and no portion of the Prepetition Priority Liens or Prepetition Priority Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant

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to the Bankruptcy Code or applicable non-bankruptcy law; (f) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Priority Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Priority Loans; (g) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Priority Obligations, the priority of the Prepetition Priority Obligations, and the validity, extent, and priority of the Prepetition Priority Liens; and (h) the Prepetition Priority Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(v) *Validity, Perfection and Priority of Prepetition First Lien Credit Agreement Liens and Prepetition First Lien Obligations.* The Debtors represent, acknowledge and agree that, as of the Petition Date, (a) the Prepetition First Lien Credit Agreement Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value; (b) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition First Lien Credit Agreement Liens were *pari passu* with the Prepetition Priority Liens and senior in priority over any and all other liens on the Prepetition Collateral, subject only to Senior Liens, (c) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition First Lien Credit Agreement Liens were junior to the Prepetition

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Priority Liens in the right to payment in respect of the Prepetition Collateral and the Prepetition First Lien Secured Parties were junior in all respects to the Prepetition Priority Secured Parties' rights to payment arising from the Prepetition Priority Liens; (d) the Prepetition First Lien Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition First Lien Credit Documents; (e) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition First Lien Credit Agreement Liens or Prepetition First Lien Obligations exist, and no portion of the Prepetition First Lien Credit Agreement Liens or Prepetition First Lien Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (f) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition First Lien Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition First Lien Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition First Lien Obligations, the priority of the Prepetition First Lien Obligations, and the validity, extent, and priority of the Prepetition First Lien Credit Agreement

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Liens; and (g) the Prepetition First Lien Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(vi) No Control. None of the DIP Agents, the DIP Lenders or the Prepetition Priority/1L Secured Parties controls the Debtors or their operations, has authority to determine the manner in which any of the Debtors' operations are conducted or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Final Order, the DIP Facility, the DIP Documents, the Prepetition Priority/1L Facilities, and/or the Prepetition Priority/1L Loan Documents.

(vii) Cash Collateral. Any and all of the Debtors' cash, including the Debtors' cash and other amounts on deposit or maintained in any banking, checking, or other deposit accounts by the Debtors, any amounts generated by the collection of accounts receivable (except to the extent sold or contributed to, or otherwise encumbered with respect to the Receivables Program)⁴ or other disposition of the Prepetition Collateral existing as of the Petition Date or deposited into the Debtors' banking, checking, or other deposit accounts after the Petition Date, and the proceeds of any of the foregoing is the Prepetition Priority/1L Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

⁴ "Receivables Program" has the meaning ascribed to the term in the *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] (the "Receivables Program Order") and any final order related thereto.

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(viii) Bank Accounts. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system (the "Cash Management Order").

F. Findings Regarding the DIP Facility and Use of Cash Collateral.

(i) The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget, subject to any Permitted Variance set forth herein and in the DIP Documents) to, among other things, permit the orderly continuation of their operations and administer and preserve the value of their estates. The proceeds of the New Money Loans will enable the Debtors to fund day to day operations and meet administrative obligations during the Cases. The DIP Facility will also reassure the Debtors' customers and employees that the Debtors will have access to additional liquidity to meet its commitments during the Cases and that the Debtors' businesses are likely to continue as a going concern post-emergence. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern value and successful reorganization. The Debtors will not have sufficient available sources of working capital and financing to operate their businesses in the ordinary course of business throughout the Cases without access to the DIP Facility and authorized use of Cash Collateral, and subject to the Carve Out as provided herein.

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(ii) The Debtors have been unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and have been unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors also are unable to obtain (a) unsecured credit solely having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, and (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not otherwise available without the Debtors granting to the DIP Secured Parties the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Final Order and the DIP Documents.

(iii) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other obligations under the DIP Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection

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of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, the DIP Agent or the DIP Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(iv) Roll-Up of Loans. Upon entry of the Interim Order the Prepetition Priority Loans were converted into DIP Obligations, as Roll-Up Loans. Such conversion was compensation for, in consideration for, and solely on account of, those Prepetition Priority Lenders that are also DIP Lenders or affiliates thereof to fund the New Money Loans and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Obligations. The Prepetition First Lien Secured Parties would not have otherwise consented to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Lenders would not have been willing to provide the DIP Loans or extend credit to the Debtors thereunder without the inclusion of the Roll-Up Loans in the DIP Obligations.

(v) Adequate Protection. Each of the Prepetition First Lien Secured Parties are entitled, pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, for any diminution in the value thereof.

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(vi) Sections 506(c) and 552(b). In light of the Prepetition First Lien Secured Parties' agreement to subordinate their liens and superpriority claims to the DIP Obligations and the Carve Out and to permit the use of their Cash Collateral as set forth herein, the Prepetition First Lien Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code, and a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code, and a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(vii) Consent by Prepetition Priority/1L Administrative Agents. The Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders), on behalf and for the benefit of each of the Prepetition Priority/1L Secured Parties, have consented to, conditioned on the entry of this Final Order, the Debtors' incurrence of the DIP Facility, and proposed use of Cash Collateral on the terms and conditions set forth in this Final Order, including, without limitation, the terms of the adequate protection provided for in this Final Order, subject and subordinate to the Carve Out.

G. Good Cause Shown; Best Interest. Good cause has been shown for entry of this Final Order, and entry of this Final Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful reorganization. Absent granting the relief sought by this Final Order, the Debtors' estates will be immediately and irreparably harmed.

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H. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the Final Hearing has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Final Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

I. Arm's Length, Good Faith Negotiations. The terms of this Final Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Priority/1L Secured Parties. The Prepetition Priority/1L Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this Final Order, all documents related thereto, and all transactions contemplated by the foregoing.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

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IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on a final basis as set forth herein, and the Debtors' incurrence of the DIP Facility and use of Cash Collateral on a final basis is authorized, subject to the terms of this Final Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to the Motion and entry of this Final Order, to the extent not withdrawn or resolved, are overruled on the merits. This Final Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Documents.

(a) The DIP Borrower and the DIP Guarantors are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates and agreements as may be required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Documents, and to effectuate the exchange of Prepetition Priority Loans for Roll-Up Loans. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this Final Order, consistent with the terms of the DIP Credit Agreement and otherwise reasonably acceptable to the DIP Agent (acting at the direction of the required lenders under and pursuant to the DIP Credit Agreement (the "Required DIP Lenders")) and the Required DIP Lenders. Upon entry of this Final Order, the Final Order, the DIP Credit Agreement, and other DIP Documents shall govern and control the

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DIP Facility. The DIP Agent is hereby authorized to execute and enter into its respective obligations under the DIP Documents, subject to the terms and conditions set forth therein and this Final Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the Motion, the DIP Documents and this Final Order, the terms and conditions of this Final Order shall govern and control. To the extent there is a conflict between the terms and conditions of the Motion and the DIP Documents, the terms and conditions of the DIP Documents shall govern.

(b) Upon entry of this Final Order, the DIP Borrower is hereby authorized to borrow, and the DIP Guarantors are hereby authorized to guaranty, borrowings up to an aggregate principal amount of \$200,468,511.87 in DIP Loans, subject to and in accordance with this Final Order.

(c) In accordance with the terms of this Final Order and the DIP Documents, proceeds of the DIP Loans shall be used for the purposes permitted under the DIP Documents and this Final Order, and solely in accordance with the Approved DIP Budget, subject to any Permitted Variance as set forth herein and the DIP Documents. Attached as **Exhibit A** hereto and incorporated herein by reference is a budget prepared by the Debtors and approved by the Required DIP Lenders in accordance with section 5.21 of the DIP Credit Agreement (the “DIP Budget”).

(d) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code

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is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Credit Agreement), and to pay all fees (including all amounts owed to the DIP Lenders and the DIP Agent under the DIP Documents and the Escrow Agent under the Escrow Agreement) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

- (1) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent required thereby;
- (2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents (in each case in accordance with the terms of the applicable DIP Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may reasonably agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that are not material; *provided* that the Debtors shall provide three (3) days' notice to counsel to the Committee of any such non-material amendment, and if the Committee does not consent to any such non-material

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amendment, then the Committee may file an objection with the Court within such three (3) day period and seek a hearing on shortened notice; *provided* further that notice of any such non-material amendment shall also be provided to the U.S. Trustee and counsel to PNC Bank;

- (3) the non-refundable payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents, including (x) all fees and other amounts owed to the DIP Agent and the DIP Lenders and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this Final Order (whether incurred before or after the Petition Date), including, for the avoidance of doubt, (a) Gibson, Dunn & Crutcher LLP (as counsel), Houlihan Lokey Capital, Inc., (as financial advisor), Gibbons P.C. (as local bankruptcy counsel), and any other foreign counsel and other professionals necessary to represent the interests of the DIP Lenders and the ad hoc group of the Prepetition Priority/1L Secured Lenders (the “DIP/First Lien Group”) in connection with the Cases (collectively, the “DIP/First Lien Advisors”); and (b) ArentFox Schiff LLP (as counsel), and Riker Danzig LLP (as local bankruptcy counsel) to the DIP Agent, and, to the extent necessary to

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exercise its rights and fulfill its obligations under the DIP Documents, which such fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, *provided* that any fees and expenses of a professional shall be subject to the provisions of paragraph 19 of this Final Order; and

(4) the performance of all other acts required under or in connection with the DIP Documents, including, without limitation, pursuant to the Escrow Agreement.

(e) The DIP Documents, the DIP Obligations, and the DIP Liens constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of this Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents, or this Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548, 549, 550, or 551 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All

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payments or proceeds remitted (a) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties or (b) to or on behalf of the Prepetition Priority/1L Secured Parties, in each case, pursuant to the DIP Documents, the provisions of this Final Order, or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or the “equities of the case” exception of section 552(b) of the Bankruptcy Code. For the avoidance of doubt, and notwithstanding anything to the contrary in any Prepetition Priority/1L Loan Documents, DIP Document, any additional document, instrument, certificate and/or agreement related to any of the foregoing, in no event shall any property, proceeds, cash, cash equivalents, or otherwise placed or held in the escrow account established pursuant to the Escrow Agreement at any time be, or be deemed to be, property of any of the Debtors or their affiliates or subsidiaries or any of the Debtors’ estates and the parties to the Escrow Agreement have acknowledged and agreed to the foregoing.

(f) The DIP Guarantors are hereby authorized and directed to jointly, severally, and unconditionally guarantee, and upon entry of this Final Order shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrower.

(g) All holders of DIP Loans and Roll-Up Loans shall be deemed to be a party to, and bound by, the DIP Credit Agreement, regardless of whether such holder has executed a signature page thereto.

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4. Budget and Variance Reporting.

(a) On or before the Thursday before the end of each Budget Period (as defined below) or sooner, beginning with the fourth full week following the Petition Date (or more frequently if determined by the Debtors), the Debtors will deliver to the Prepetition Priority/1L Administrative Agents and the DIP/First Lien Advisors an updated Budget for the subsequent 13-week period (a “Subsequent DIP Budget”), which shall be in form and substance reasonably satisfactory to the Required DIP Lenders in their sole discretion. The DIP Budget or any Subsequent DIP Budget shall be deemed to constitute the “Approved DIP Budget” for purposes of this Final Order with the most recently delivered Budget constituting the “Approved DIP Budget” solely upon approval by the Required DIP Lenders (which must be in writing, email being sufficient, or which shall be deemed an Approved DIP Budget absent objection by the Required DIP Lenders within five days’ after delivery of the Budget) in their sole discretion. In the event the conditions for the most recently delivered Subsequent DIP Budget to constitute an “Approved DIP Budget” are not met as set forth herein, the prior Approved DIP Budget shall remain in full force and effect and the Debtors shall be required to work in good faith with the Required DIP Lenders to modify such Subsequent DIP Budget until the Required DIP Lenders approve such Subsequent DIP Budget as an “Approved DIP Budget.” “Budget Period” means the initial four-week period set forth in the Approved DIP Budget in effect at such time. Any such Approved DIP Budget and Subsequent DIP Budgets shall be served on the U.S. Trustee and counsel to the Committee.

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(b) Notwithstanding anything to the contrary herein, no amendments or modifications shall be made to the line items related to the fees and expenses of the Committee Professionals in any Approved Budget without the consent of counsel for the Committee (email to suffice); *provided* that if the Committee does not consent to any such amendment, the Debtors may seek Court approval for such amendments. The Committee shall be provided three (3) days' notice of any amendments or modifications to any Approved Budget other than any amendments or modifications to the line items related to the fees and expenses of the Committee, and if the Committee does not consent to any such amendments or modifications, the Committee may file an objection with the Court within such three (3) day period.

(c) Commencing on the Friday of the second full calendar week after the Petition Date, Budget Variances (as defined below) shall be tested bi-weekly on Friday (each such date, a "Testing Date"). If such Testing Day is not a Business Day, the Testing Date shall be the next day that is a Business Day. On or before the following Thursday after each Testing Date, the Debtors shall deliver to the DIP Agent, the DIP/First Lien Advisors, counsel to the Committee, and the U.S. Trustee a budget variance report/reconciliation in form and substance reasonably satisfactory to the DIP/First Lien Group (the "Approved DIP Budget Variance Report"), setting forth in detail (i) the Debtors' actual disbursements (the "Actual Disbursements"), including, without limitation, capital expenditures, and all disbursements related to the Cases, including, without limitation, the fees and expenses of Professional Persons (as defined below), on a line-by-line and aggregate basis for the trailing four-week and two-week period preceding the applicable

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Testing Date and covering the Budget Period as of the applicable Testing Date; (ii) the Debtors' actual ordinary course receipts (the "Actual Receipts"), excluding, for the avoidance of doubt, any intercompany transactions, on a line-by-line and aggregate basis during the week period preceding the applicable Testing Date and covering the Budget Period as of the applicable Testing Date; (iii) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the prior period of the Actual Receipts (and each line item thereof), the Actual Disbursements (and each line item thereof), and the fees and expenses of Professional Persons for such prior period to the amount of Debtors' projected cash receipts (and each line item thereof) set forth in the Approved DIP Budget for such prior period and the Debtors' projected disbursements (and each line item thereof), respectively, set forth in the Approved DIP Budget for such prior period; and (iv) as to each variance contained in the Approved DIP Budget Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance.

(d) The Debtors shall not permit: (i) during any Budget Period, the Debtors' Actual Disbursements for any trailing four-week period during such Budget Period to be more than fifteen percent of the projected disbursements (x) in the aggregate and (y) with respect to capital expenditures, specifically, in each case for such period in the Approved DIP Budget (including any Subsequently Delivered DIP Budget that has become an Approved DIP Budget) over such period; and (ii) during any Budget Period, the Debtors' Actual Receipts for any trailing four-week period during such Budget Period to be less than fifteen percent of the projected receipts

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in the aggregate for such period in the Approved DIP Budget (including any Subsequently Delivered DIP Budget that has become an Approved DIP Budget) over such period (the “Budget Variances”; all references in this Final Order and the DIP Documents to “Approved DIP Budget” shall mean the Approved DIP Budget as it is subject to the Budget Variances). Commencing with the first full calendar week after the Petition Date, the Debtors shall maintain Actual Liquidity (as defined in the DIP Credit Agreement) of not less than \$30 million as of the last business day of every other calendar week. For purposes of Budget Variances testing, the fees and expenses of Professional Persons and the DIP/First Lien Advisors, capital expenditures, and payments in connection with vendor-related motions shall be excluded.

5. Access to Records. The Debtors shall provide the DIP/First Lien Advisors and counsel to the Committee with all reporting and other information required to be provided to the DIP Agent under the DIP Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Documents, upon reasonable notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit the Required DIP Lenders, and upon the occurrence, and during the continuance of an Event of Default, representatives, agents, and employees of the Required DIP Lenders to have reasonable access to (i) inspect the Debtors’ assets, and (ii) reasonably requested information (including historical information and the Debtors’ books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and, as appropriate, other advisors of the Debtors (during normal business hours), and the DIP

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Secured Parties shall be provided with access to all information they shall reasonably request, excluding any information subject to attorney-client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law or any binding agreement that would violate confidentiality obligations.

6. DIP Superpriority Claims. Subject to, and subordinated in all respects to, the Carve Out, and subject to the Receivables Program Superpriority Claims⁵ at the applicable Debtor (which shall rank *pari passu* with the DIP Superpriority Claims), pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the 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 sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered

⁵ "Receivables Program Superpriority Claims" has the meaning ascribed to the term "Superpriority Claims" in the Receivables Program Order.

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administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the “Avoidance Actions”); *provided* further that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof. Except as set forth in this Final Order, or any order authorizing the Debtors to continue the Receivables Program, no other superpriority claims shall be granted or allowed in these Cases.

7. The Debtors shall, solely to the extent consistent with their fiduciary duties, use commercially reasonable efforts to first liquidate DIP Collateral other than Avoidance Actions, before liquidating Avoidance Actions; *provided* that prior to any decision to pursue Avoidance Actions, the Debtors will consult with the Required DIP Lenders and the Committee. In the event that the Debtors determine to pursue Avoidance Actions consistent with this paragraph 7, then the Debtors shall provide to the Committee five (5) business days’ advance notice before pursuing any Avoidance Actions, and the Committee may file with the Court an objection to the Debtors’ pursuit of such Avoidance Actions within such five (5) business day period. To the extent the Committee files such an objection, no Avoidance Action shall be pursued unless the Debtors, the Required DIP Lenders, and the Committee agree otherwise, or upon entry of an order of the Court.

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8. DIP Liens. As security for the DIP Obligations, effective and perfected upon the date of this Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clause (a) and (b) below⁶ being collectively referred to as the “DIP Collateral”), subject only to (x) Senior Liens (y) the Carve Out, and (z) the Receivables Liens (as defined in the Receivables Program Order) (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to this Final Order and the DIP Documents, the “DIP Liens”):

(a) First Priority Lien on Any Unencumbered Property. Subject only to the Carve Out and the Receivables Program Liens, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the

⁶ For the avoidance of doubt, DIP Collateral excludes: (a) any and all accounts receivable sold or contributed to, or otherwise encumbered in favor of, Cyxtera Receivables Holdings (and its assignee) pre- and post-petition, (b) any claims arising on account of transfers to Cyxtera Receivables Holdings, and (c) any equity or membership interest in the non-Debtor Cyxtera Receivables Holdings.

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extent permitted by section 546(b) of the Bankruptcy Code) (subject to the Carve Out) including, without limitation (in each case, to the extent not subject to valid, perfected, and non-avoidable liens), a 100% equity pledge of all first-tier foreign subsidiaries and all unencumbered assets of the Debtors; all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise); all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date); all insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements of the Debtors; all owned real estate, real property leaseholds and fixtures of the Debtors; patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property of the Debtors; all commercial tort claims of the Debtors; and all claims and causes of action (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate (other than Cyxtera Receivables Holdings, LLC) incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing, all products and proceeds of the foregoing and all proceeds and

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property recovered in respect of Avoidance Actions (collectively, the “Previously Unencumbered Property”); *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors’ economic rights, including, without limitation, any and all proceeds of the foregoing; *provided* further that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof.

(b) Liens Priming the Prepetition Liens. Subject only to the Carve Out, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all property of the Debtors that is subject to the Prepetition Liens, including, without limitation, the Prepetition Collateral and Cash Collateral; *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors’ economic rights, including, without limitation, any and all proceeds of the foregoing.

(c) Liens Junior to Certain Other Liens. Subject only to the Carve Out, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all prepetition and post-petition property of the Debtors immediately junior to the Senior Liens; *provided*, for the avoidance of doubt, and notwithstanding

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anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

9. Adequate Protection for the Prepetition First Lien Secured Parties. Subject only to the Carve Out, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for any diminution in value of such interests ("Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, the Prepetition First Lien Administrative Agent, respectively, for the benefit of themselves and the other Prepetition First Lien Secured Parties, respectively, are hereby granted the following (collectively, the "First Lien Adequate Protection Obligations"):

(a) Prepetition First Lien Adequate Protection. Solely to the extent of any Diminution in Value of the Prepetition First Lien Secured Parties' interest in Prepetition First Lien Collateral, the Prepetition First Lien Secured Parties are hereby granted the following as adequate protection:

(1) Prepetition First Lien Adequate Protection Liens. Additional and replacement, valid, binding, enforceable non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all DIP Collateral upon entry of this

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Final Order (the “Prepetition First Lien Adequate Protection Liens”); *provided* that Prepetition First Lien Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof, without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents and all proceeds or property recovered from Avoidance Actions; subject to the terms of this Final Order, the Prepetition First Lien Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) DIP Liens, (C) the Receivables Program Liens, and (D) other valid, perfected and unavoidable Senior Liens; subject, as applicable, to the Priority/1L Intercreditor Agreement; and shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code);

(2) Prepetition First Lien Adequate Protection Superpriority Claims.

As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Cases senior to any and all other administrative expense claims in the Cases to the extent of any postpetition Diminution in Value (the “Prepetition First Lien Adequate Protection Superpriority Claims”, and collectively with the Prepetition Priority Adequate Protection

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Superpriority Claims, the “Adequate Protection Superpriority Claims”), except with respect to the Carve Out, the DIP Superpriority Claims, the Receivables Superpriority Claims at the applicable Debtor and, subject, as applicable, to the Priority/1L Intercreditor Agreement, the Prepetition First Lien Adequate Protection Superpriority Claims; subject in all respects to the Carve Out, the DIP Superpriority Claims, the Receivables Superpriority Claims at the applicable Debtor and, subject, as applicable to the Priority /1L Intercreditor Agreement, the Prepetition First Lien Adequate Protection Superpriority Claims, the Prepetition First Lien Adequate Protection Superpriority Claims shall not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code; *provided* that the Prepetition First Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Prepetition First Lien Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the DIP Lenders, in each case, as provided in the DIP Documents; *provided* that, for the avoidance of doubt, the Prepetition First Lien Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from

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Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof.

(b) Adequate Protection Payments. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with the terms of paragraph 19 of this Final Order, (i) all reasonable and documented fees and expenses, whether incurred before or after the Petition Date, including all reasonable and documented fees and expenses of counsel and financial advisors to the DIP Agent and Prepetition Priority/1L Administrative Agents, DIP Lenders, and DIP/First Lien Group and other professionals retained as provided for in the DIP Documents and this Final Order, including, without limitation, of (A) ArentFox Schiff LLP, as counsel to the DIP Agent and Prepetition Priority Administrative Agents; (B) Davis Polk & Wardwell LLP, as counsel to the Prepetition First Lien Administrative Agent; (C) Greenberg Traurig, LLP, as local bankruptcy counsel to the Prepetition First Lien Administrative Agent; (D) FTI Consulting, Inc., as financial advisor to the Prepetition First Lien Administrative Agent; (E) Gibson, Dunn & Crutcher LLP as counsel to the DIP Lenders and DIP/First Lien Group, (F) Gibbons P.C., as local bankruptcy counsel to the DIP Lenders and DIP/First Lien Group; and (G) Houlihan Lokey Capital, Inc., as financial advisor to the DIP Lenders and DIP/First Lien Group (all payments referenced in this sentence, collectively, the “Adequate Protection Payments”). None of the Adequate Protection Payments shall be subject to separate approval by this Court or the U.S. Trustee Guidelines, and no recipient of any such payment shall be required

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to file any interim or final fee application seeking compensation for services or reimbursement of expenses with respect thereto or otherwise seek the Court's approval of any such payments.

(c) Right to Seek Additional Adequate Protection. This Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition First Lien Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Lien Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

(d) Other Covenants. The Debtors shall maintain their cash management arrangements in a manner consistent with the Cash Management Order approving the Debtors' cash management motion. The Debtors shall comply with the covenants contained in the DIP Credit Agreement regarding the conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental

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authorizations and intellectual property rights material to the conduct of their business and the maintenance of properties and insurance.

(e) Reporting Requirements. As additional adequate protection to the Prepetition First Lien Secured Parties, the Debtors shall comply with all reporting requirements set forth in the DIP Credit Agreement and provide the Prepetition Priority/1L Administrative Agents, for distribution to the Prepetition First Lien Secured Parties, and, to the extent applicable, counsel to such parties (and subject to applicable confidentiality restrictions in any of the Prepetition Priority/1L Loan Documents, including with respect to any “private” side lender database) with all written financial reporting, periodic reporting and other information required to be provided to the DIP Agent or DIP Secured Parties under the DIP Documents, including with regards to any Subsequent DIP Budget or Approved DIP Budget Variance Report (the “Adequate Protection Reporting Requirement”). Upon indefeasible payment in full of all DIP Obligations, the Prepetition Priority/1L Secured Parties shall continue to be entitled hereby to satisfaction of the Adequate Protection Reporting Requirement.

(f) Miscellaneous. Except for (i) the Carve Out and (ii) as otherwise provided herein, the Prepetition First Lien Adequate Protection Liens and Adequate Protection Superpriority Claims granted to the Prepetition First Lien Secured Parties pursuant to paragraph 9 of this Final Order shall not be subject, junior, or *pari passu* to, or subordinated to or made *pari passu* with, any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

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10. Carve Out.

(a) Carve Out. As used in this Final Order, the “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$7 million incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent to the Debtors, their lead restructuring counsel

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(Kirkland & Ellis LLP), counsel to the Prepetition Priority/1L Secured Parties, counsel to PNC Bank (Mayer Brown LLP), the U.S. Trustee, and counsel to the Committee (Pachulski Stang Ziehl & Jones LLP), which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Facility, stating that the Post-Carve Out Trigger Notice Cap has been invoked. For the avoidance of doubt, the Debtors' obligations to pay Allowed Professional Fees or fund the Carve Out shall not be limited to funds held in the Escrow Account, and amounts held in the Escrow Account shall not in any way act as a cap on Allowed Professional Fees.

(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the DIP Agent to the Debtors with a copy to counsel to the Committee, the Prepetition Priority/1L Secured Parties, PNC Bank, and the U.S. Trustee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand (including cash in the Escrow Account) as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out

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Trigger Notice Reserve” and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Priority/1L Secured Parties in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Priority/1L Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Documents, or this Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 10, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the

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applicable amount set forth in this paragraph 10, prior to making any payments to the DIP Agent or the Prepetition Priority/1L Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Documents or this Final Order, following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Priority/1L Administrative Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the terms hereof and the DIP Documents. Further, notwithstanding anything to the contrary in this Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order, the DIP Facility, the Receivables Program Order, or in any Prepetition Priority/1L Facilities, the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Receivables Program Superpriority Claims, the Prepetition First Lien

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Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations.

(c) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(d) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Agent, DIP Lenders, or the Prepetition Priority/1L Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code (the “Successor Cases”). Nothing in this Final Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(e) Payment of Carve Out on or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Final Order, the DIP Documents, the Bankruptcy Code, and applicable law.

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11. Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition Priority/1L Secured Parties. Subject only to the Carve Out, notwithstanding any other provision in this Final Order or the DIP Documents to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Priority/1L Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this Final Order and the DIP Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties under the DIP Documents, the Prepetition Priority/1L Loan Documents, any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code solely in connection with the DIP Facility, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties. The delay in or failure of the DIP Secured Parties and/or the Prepetition Priority/1L Secured Parties to seek relief

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or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition Priority/1L Secured Parties' rights and remedies. For all adequate protection purposes throughout the Cases, each of the Prepetition Priority/1L Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Final Order.

12. Reservation of Certain Committee and Third-Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including the Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) 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 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

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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 the findings or Debtors' Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Priority/1L Administrative Agents and the Prepetition Priority/1L Secured Parties; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Obligations (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. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any party (including any committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Cases and any Successor Cases; (c) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims,

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not subject to recharacterization, subordination, or avoidance; and (d) all of the Debtors' stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Priority/1L Secured Parties' claims, liens, and interests contained in this Final Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Final Order, including the Debtors' Stipulations, 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 the 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 Prepetition Priority/1L Loan Documents, the Prepetition Liens, and the Prepetition Obligations, and a separate order of the Court conferring such standing on any committee or other

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party-in-interest shall be a prerequisite for the prosecution of a Challenge by such committee or such other party-in-interest.

13. Termination Date. On the Termination Date (as defined below) (a) all DIP Obligations shall be immediately due and payable, all Commitments will terminate, and the Carve Out Reserves shall be funded as set forth in this Final Order; (b) all authority to use Cash Collateral shall cease; *provided, however,* that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund the Carve Out, pay payroll, and other expenses critical to the administration of the Debtors' estates solely in accordance with the Approved DIP Budget, subject to any Permitted Variance provided for in the DIP Documents; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Final Order.

14. Events of Default. The occurrence of any of the following events, unless waived by the Required DIP Lenders in accordance with the terms of the DIP Documents, shall constitute an event of default (each, an "Event of Default" and collectively, the "Events of Default"): (a) the failure of the Debtors to perform any of the terms, provisions, conditions, covenants, or obligations under this Final Order, (b) the failure of the Debtors to comply with any of the Required Milestones (as defined below) or (c) the occurrence of an "Event of Default" under the DIP Credit Agreement.

15. Milestones. The Debtors' failure to comply with those certain case milestones set forth in section 5.20 of the DIP Credit Agreement (collectively, the "Required Milestones") shall constitute an "Event of Default" in accordance with the terms of the DIP Credit Agreement.

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16. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Final Order, subject to the Remedies Notice Period (defined below), (a) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be, upon delivery by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee, counsel to the Prepetition Priority/1L Secured Parties, counsel to PNC Bank, and the U.S. Trustee, referred to herein as a “Termination Declaration”) (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (b) subject to paragraph 13(b), the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination, reduction or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the “Termination Date”). The automatic stay in the Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition Priority/1L Secured Parties is hereby modified so that five (5) business days after the Termination Date (the “Remedies Notice Period”): (a) the DIP Agent (at

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the direction of the Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with the DIP Documents and this Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out; (b) subject to the foregoing clause (a), the applicable Prepetition Priority/1L Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Priority/1L Loan Documents and this Final Order with respect to the Debtors' use of Cash Collateral. During the Remedies Notice Period, the Debtors, the Committee, and/or any party in interest shall also be entitled to seek an emergency hearing within the Remedies Notice Period with the Court for the sole purpose of contesting whether an Event of Default has occurred or is continuing. Except as set forth in this paragraph 16 or otherwise ordered by the Court prior to the expiration of the Remedies Notice Period, after the Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties under this Final Order. Unless the Court orders otherwise prior to the expiration of the Remedies Notice Period, the automatic stay, as to all of the DIP Agent, DIP Lenders, and Prepetition Priority/1L Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition Priority/1L Secured Parties shall be permitted to exercise all remedies set forth herein, and in the

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DIP Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Final Order; *provided*, that the Prepetition Priority/1L Secured Parties shall be permitted to exercise remedies to the extent available solely with respect to the Debtors' use of Cash Collateral.

17. Limitation on Charging Expenses Against Collateral. No expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, and the Prepetition Priority/1L Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties.

18. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Priority/1L Secured Parties, but solely for the purposes set forth in this Final Order and in accordance with the Approved DIP Budget (subject to permitted variances as set forth in this Final Order and the DIP Documents), including, without limitation, to make payments on account of the Adequate Protection Payments provided for in this Final Order, from the date of this Final Order through and including the date of termination of the DIP Credit

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Agreement. Except on the terms and conditions of this Final Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

19. Expenses and Indemnification.

(a) The Debtors are hereby authorized and directed to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, fronting fees, seasoning fees, ratings agency fees, and escrow agent's fees (including all fees and other amounts owed to the DIP Agent), the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in paragraphs 3(e)(3) and 9(c) of this Final Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Final Order or the DIP Documents. Notwithstanding the foregoing and anything herein to the contrary, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Documents) all reasonable and documented fees, costs, and expenses, including the fees and expenses of advisors to the DIP Lenders, the DIP Agent, the Prepetition Priority/1L Administrative Agents, and the DIP/First Lien Group, incurred on or prior to such date or the Petition Date without the need for any professional engaged by the DIP Lenders, the DIP Agent, the Prepetition Priority/1L Administrative Agents, or the DIP/First Lien Group to

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first deliver a copy of its invoice as provided for herein, and without the need for any separate approval from the Court or notice to any party.

(b) The Debtors shall be jointly and severally obligated to pay (i) all fees and expenses described above, which obligations shall constitute the DIP Obligations and (ii) the Adequate Protection Payments. The Debtors are authorized to and shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(e)(3) and 8(c) of this Final Order (collectively, the “Lender Professionals” and, each, a “Lender Professional”) no later than ten (10) business days (the “Review Period”) after the receipt by counsel for the Debtors, counsel for the Committee, or the U.S. Trustee of each of the invoices therefor (the “Invoiced Fees”) and without the necessity of filing formal fee applications, complying with the U.S. Trustee Guidelines or being subject to allowance or review by the Court, including such amounts arising before the Petition Date. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and, in the case of legal counsel, such invoice summary shall provide the specific individuals providing the services, the total number of hours billed for each individual, the hourly fee for each individual, and a summary description of services provided by each individual, and the expenses incurred by the applicable party and/or professionals, which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or

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protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, the Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the “Disputed Invoiced Fees”) if, within the Review Period, a Debtor, the Committee, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than any portion of the Invoiced Fees that constitute Disputed Invoiced Fees.

(c) In addition, the Debtors will indemnify each of the DIP Lenders, the DIP Agent, and each of their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an “Indemnified Person”) and hold them harmless from and against all reasonable and documented out-of-pocket costs, fees, and expenses (limited in the case of legal fees to the reasonable and documented legal fees and expenses of one outside counsel for the DIP Agent and one counsel for the other Indemnified Persons, taken as a whole, and if necessary, one local counsel to the Indemnified Persons, taken as a whole, in any relevant jurisdiction (and, in the case of an actual or perceived conflict of interest, one additional counsel to the affected Indemnified Persons,

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taken as a whole; provided that in the case of an actual or perceived conflict of interest where such Indemnified Person affected by such conflict informs the Debtors of such conflict and thereafter retains its own counsel with the Debtors' prior written consent (not to be unreasonably withheld), of another firm of counsel for such affected Indemnified Person, such fees and expenses shall also be included hereunder)), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility as and to the extent provided in the DIP Credit Agreement. No Indemnified Person (or their related persons) shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, actual fraud, or willful misconduct or breach of their obligations under the DIP Facility. In no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

20. No Third-Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

21. Section 507(b) Reservation. Subject only to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition First Lien Secured Parties is insufficient to

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compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Priority/1L Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Priority/1L Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

22. Insurance. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the DIP Agent as loss payee or additional insured, as applicable, thereunder.

23. No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this Final Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

24. Perfection of the DIP Liens and Adequate Protection Liens.

(a) The DIP Agent and the Prepetition Priority/1L Administrative Agents are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder or under the DIP Documents. Whether or not the DIP Agent or the Prepetition Priority/1L

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Administrative Agents shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of this Final Order. If the DIP Agent or the Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments, the Debtors shall use commercially reasonable efforts to cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders), and the automatic stay shall be modified solely to allow such filings as provided for in this Final Order.

(b) A certified copy of this Final Order may, at the direction of the applicable required lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Priority/1L Administrative Agents in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Final Order for filing and recording; *provided, however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Final Order.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) the

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payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Prepetition First Lien Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this Final Order, subject to applicable law.

25. Release. Subject to the rights and limitations set forth in paragraphs 12 and 12 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, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the DIP Secured Parties and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such (collectively, the "Related Parties"), and each of the Prepetition Priority/1L Secured Parties and each of their respective Related Parties, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses,

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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 with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Documents, the Prepetition Obligations, the Prepetition Liens or the Prepetition Priority/1L Loan Documents, as applicable, including, without limitation: (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition Priority/1L Secured Parties; *provided* that nothing in this paragraph 25 shall in any way limit or release the obligations of any DIP Secured Party under the DIP Documents.

26. Credit Bidding. The DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales

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occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii).

27. Preservation of Rights Granted Under this Final Order.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Commitments are terminated, the Prepetition Priority/1L Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Priority/1L Loan Documents or this Final Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraph 24 herein.

(b) In the event this Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Priority/1L Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Priority/1L Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) Unless and until all DIP Obligations, Prepetition Obligations, and Adequate Protection Payments are indefeasibly paid in full, in cash, and all Commitments are terminated,

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the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Priority Administrative Agent and the Prepetition First Lien Administrative Agent (at the direction of the applicable required lenders), (x) any modification, stay, vacatur, or amendment of this Final Order or (y) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, or the Prepetition Obligations (except as it relates to the Receivables Program Superpriority Claim), or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Prepetition First Lien Adequate Protection Liens or the Prepetition Liens, as applicable (except for the Receivables Program Liens); (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Final Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an order converting or dismissing any of the Cases; (vi) an order appointing a chapter 11 trustee in any of the Cases; or (vii) an order appointing an examiner with enlarged powers in any of the Cases.

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(d) Notwithstanding any order dismissing any of the Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, Prepetition First Lien Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Prepetition First Lien Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Final Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Prepetition First Lien Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition Priority/1L Secured Parties granted by the provisions of this Final Order and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order

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confirming a chapter 11 plan in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Final Order and the DIP Documents shall continue in these Cases, in any Successor Cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Prepetition First Lien Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Priority/1L Secured Parties granted by the provisions of this Final Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent (acting at the direction of the Required DIP Lenders)).

(f) Other than as set forth in this Final Order and any order authorizing the Debtors to continue the Receivables Program, subject to the Carve Out, neither the DIP Liens nor the Prepetition First Lien Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Prepetition First Lien Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

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28. Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral.

Notwithstanding anything to the contrary set forth in this Final Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called “lender liability” claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties (each in their capacities as such) under the DIP Documents, the Prepetition Priority/1L Loan Documents, or this Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any committee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration,

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or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties related to the DIP Obligations or the Prepetition Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Obligations, or the DIP Agent's, the DIP Lenders', and the Prepetition Priority/1L Secured Parties' liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition Priority/1L Secured Parties, or the DIP Agent's, the DIP Lenders', the Prepetition Priority/1L Secured Parties' respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Priority/1L Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any

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manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens, or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Priority/1L Secured Parties related to the Prepetition Obligations or the Prepetition Liens, *provided* that no more than \$250,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by the Committee, if any, solely to investigate or prosecute, within the Challenge Period (as defined below), the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Priority/1L Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Priority/1L Secured Parties related to the Prepetition Obligations. Nothing in this paragraph 28 shall prohibit the Debtors from responding, objecting to, or complying with discovery requests of the Committee, in whatever form, made in connection with such investigation or the payment from the DIP Collateral (including Cash Collateral) of professional fees related thereto or from contesting or challenging whether a Termination Declaration has in fact occurred.

29. Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

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30. Intercreditor Provisions. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition Priority/1L Loan Documents shall remain in full force and effect; *provided* that nothing in this Final Order shall be deemed to provide liens to any Prepetition First Lien Secured Party on any assets of the Debtors except as set forth herein.

31. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Priority/1L Secured Parties, the Committee, and the Debtors and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Priority/1L Secured Parties; *provided* that, except to the extent expressly set forth in this Final Order, the Prepetition Priority/1L Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Credit Agreement, a promissory note or otherwise) to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition

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Priority/1L Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

32. Limitation of Liability. In determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition Priority/1L Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Final Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, or any Prepetition Priority/1L Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

33. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in

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accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this Final Order, or applicable law. The provisions set forth in this paragraph 33 are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

34. No Requirement to File Claim for Prepetition Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the Prepetition Priority/1L Administrative Agents nor any Prepetition Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Priority/1L Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Priority/1L Administrative Agents' or any Prepetition Lender's rights, remedies, powers, or privileges under

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any of the Prepetition Priority/1L Loan Documents, this Final Order, or applicable law. The provisions set forth in this paragraph 34 are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

35. Section 506(c) Claims. No costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Agents, DIP Lenders, or the Prepetition Priority/1L Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agents, DIP Lenders, or Prepetition Priority/1L Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such agents or lenders.

36. No Marshaling. Except as provided for in this Final Order, the DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Final Order, the DIP Documents and the Prepetition Priority/1L Loan Documents, notwithstanding any other agreement or provision to the contrary. Except as provided for in this Final Order, the Prepetition First Lien Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief

37. Application of Proceeds of DIP Collateral. The DIP Obligations, at the option of the Required DIP Lenders, to be exercised in their sole and absolute discretion, shall be repaid (a) first, from the DIP Collateral comprising Previously Unencumbered Property and (b) second, from all other DIP Collateral.

38. Equities of the Case. The Prepetition Priority/1L Secured Parties shall each be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Priority/1L Secured Parties with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral).

39. Texas Taxing Authorities. Notwithstanding any other provisions in this Final Order, any statutory liens on account of ad valorem taxes (the “Tax Liens”) held by Galveston County and Tarrant County (the “Texas Taxing Authorities”) that constitute a Senior Lien shall neither be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, enforceability, perfection and extent of the Tax Liens are fully preserved.

40. Leased Premise. Notwithstanding anything to the contrary in this Final Order, the DIP Liens and Prepetition First Lien Adequate Protection Liens (i) shall not include a direct lien or encumbrance of the Debtors’ leasehold interest granted by that certain Lease dated July 24, 2009, between 1919 Park Avenue Associates, L.L.C. and Savvis Communications Corporation

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*
Case No. 23-14853 (JKS)
Caption of Order: Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief

(now known as Cyxtera Communications, LLC) but (ii) shall include a lien on any proceeds, sale or other disposition of such leasehold interest.

41. Stub Rent Reserve. Subject to the terms and conditions of the DIP Documents and this Final Order, as soon as reasonably practicable after the entry of this Final Order, the Debtors shall fund into a segregated deposit account (the “Stub Rent Reserve”) any amounts outstanding on account of unpaid rent due under property leases to which they are party for the period from June 4, 2023, through June 30, 2023 (the “Stub Rent”); *provided* that the DIP Liens and Prepetition First Lien Adequate Protection Liens shall attach to the amounts contained in the Stub Rent Reserve until payment in full of the DIP Claims and Adequate Protection Claims.

42. Wind-Down Budget. In the event of a sale of all or substantially all of the Debtors’ assets pursuant to section 363 of the Bankruptcy Code, the Debtors, the Committee, and the Required DIP Lenders shall negotiate in good faith to establish a wind-down budget to fund costs associated with pursuing confirmation of a chapter 11 plan, the wind down of any remaining assets of the Debtors’ estates, and otherwise administering the Debtors’ estates.

43. Effect of this Final Order. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

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

EXHIBIT A

Budget

Project Cadillac
 Approved Budget - Consolidated Debtors
 (\$ in thousands)

	Week 0	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
	ACTL	ACTL	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST	FCST
	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	31-Jul	7-Aug	14-Aug	21-Aug	28-Aug	4-Sep	11-Sep
	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug	13-Aug	20-Aug	27-Aug	3-Sep	10-Sep	17-Sep
Total Receipts	7,097	14,394	8,227	12,469	12,374	11,539	12,811	14,679	14,591	12,049	12,136	10,918	11,553	12,448	10,691
Payroll & Commissions	-	(4,058)	(436)	(6,136)	(585)	(4,258)	(85)	(3,436)	(85)	(3,436)	(907)	(3,436)	(2,785)	(3,436)	(907)
Capital Expenditures	-	(2)	(2,771)	(1,263)	(944)	(791)	(769)	(791)	(1,457)	(1,746)	(1,746)	(1,746)	(1,746)	(2,147)	(2,147)
Other Operating Disbursements	(407)	(855)	(4,337)	(9,775)	(12,622)	(10,493)	(4,354)	(3,680)	(14,198)	(10,476)	(4,955)	(3,360)	(17,858)	(6,619)	(12,080)
Total Operating Disbursements	(407)	(4,915)	(7,544)	(17,174)	(14,151)	(15,542)	(5,208)	(7,907)	(15,740)	(15,659)	(7,608)	(8,543)	(22,390)	(12,202)	(15,134)
OPERATING CASH FLOW	6,690	9,479	684	(4,706)	(1,777)	(4,003)	7,603	6,771	(1,150)	(3,611)	4,527	2,376	(10,836)	246	(4,443)
Professional Fees	-	(89)	-	(2,347)	-	-	-	(6,860)	-	(2,150)	-	-	(6,260)	(2,150)	-
Utility Deposit	-	-	(5,300)	-	-	(2,700)	-	-	-	-	-	-	-	-	-
Vendor-related Motions	-	-	(5,979)	(5,979)	(5,979)	(5,979)	(2,990)	(2,990)	-	-	-	-	-	(1,800)	-
Cash Collateralization of L/Cs	-	-	-	(5,000)	-	-	-	-	-	-	-	-	-	-	-
Restructuring Disbursements	-	(89)	(11,279)	(13,326)	(5,979)	(8,679)	(2,990)	(9,850)	-	(2,150)	-	-	(6,260)	(3,950)	-
Interest	-	-	(186)	-	(2,474)	-	(194)	-	-	(2,469)	-	(200)	-	(1,969)	-
Financing Fees	-	(3,800)	-	-	-	-	-	-	-	-	-	-	-	-	-
Initial DIP Term Loan Funding	-	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Bridge Facility Roll-up Escrow Release	-	14,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Funded Escrow Withdrawal	-	-	-	-	-	-	-	25,000	-	-	-	-	25,000	-	-
Receivables Line	-	-	(3,000)	(12,000)	15,000	-	-	(15,000)	15,000	-	-	-	(15,000)	15,000	-
Financing Disbursements	-	50,200	(3,186)	(12,000)	12,526	-	(194)	10,000	15,000	(2,469)	-	(200)	10,000	13,031	-
NET CASH FLOW	6,690	59,590	(13,782)	(30,032)	4,770	(12,682)	4,419	6,922	13,850	(8,230)	4,527	2,175	(7,096)	9,327	(4,443)
Beginning Cash	40,119	46,809	106,399	92,618	62,586	67,356	54,674	59,093	66,015	79,865	71,635	76,163	78,338	71,242	80,569
Change in Cash	6,690	59,590	(13,782)	(30,032)	4,770	(12,682)	4,419	6,922	13,850	(8,230)	4,527	2,175	(7,096)	9,327	(4,443)
ENDING DEBTORS CASH	46,809	106,399	92,618	62,586	67,356	54,674	59,093	66,015	79,865	71,635	76,163	78,338	71,242	80,569	76,125
Funded Escrow	14,000	99,550	99,550	99,550	99,550	99,550	99,550	74,550	74,550	74,550	74,550	74,550	49,550	49,550	49,550
TOTAL DEBTORS LIQUIDITY¹	60,809	205,949	192,168	162,136	166,906	154,224	158,643	140,565	154,415	146,185	150,713	152,888	120,792	130,119	125,675

(1) Total Debtors' Liquidity excludes funding of stub rent reserve of ~\$16M scheduled to occur on or around week ending July 23rd

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~~)

Christopher Marcus, 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 Administrated 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.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

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~~INTERIM~~FINAL ORDER
(I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE ~~EXPENSE~~ CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, AND (VI) ~~SCHEDULING~~ GRANTING RELATED RELIEF
~~A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF~~

The relief set forth on the following pages, numbered three (3) through seventy-~~seven~~nine

(~~79~~7), is **ORDERED**.

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(Page 3)

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above captioned chapter 11 cases (collectively, the “Cases”), pursuant to sections 105, 361, 362, 363, 364, 503, 506(c) (subject to entry of a Final Order), 507, and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 4001-1, 4001-2, 4001-3 9013-1, 9013-2, 9013-4, and 9013-5 of the Local Rules (the “Local Bankruptcy Rules”) for the United States Bankruptcy Court for the District of New Jersey (the “Court”), seeking entry of this ~~interim~~final order (this “InterimFinal Order”):

(i) authorizing Cyxtera DC Holdings, Inc., in its capacity as borrower (the “DIP Borrower”), to obtain postpetition financing, and for each of the other Debtors to guarantee unconditionally (the Debtors, other than the DIP Borrower, the “DIP Guarantors”) on a joint and several basis, the DIP Borrower’s obligations in connection with a superpriority senior secured term loan credit facility (the “DIP Facility”) in the aggregate principal amount of \$~~200 million~~200,468,511.87 (the “DIP Loans”), consisting of:

(a) New Money Loans. A superpriority senior secured term loan credit facility in the principal amount of \$150 million (the “New Money Commitments” and the term loans made thereunder, the “New Money Loans”), which ~~shall be~~were fully funded ~~upon entry of this Interim Order~~ in accordance with the terms and conditions set forth in the DIP Credit Agreement, attached to the Interim Order as Exhibit A (as defined below), ~~attached hereto as~~ Exhibit A,

² Capitalized terms used but not defined herein have the meaning given to such terms in the Motion or the DIP Credit Agreement (as defined herein), as applicable.

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(Page 4)

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

of which \$40 million of the New Money Commitments ~~will be~~were immediately disbursed directly to the Debtors upon entry of the Interim Order (as defined below) (the “Interim Facility”), and of which \$110 million of the New Money Commitments ~~will be~~were funded into an escrow account (the “Escrow Account”) of the Borrower ~~upon entry of this Interim Order~~ in accordance with the terms and conditions set forth in the Escrow Agreement;

(b) Roll-Up Loans. A superpriority term loan facility in the principal amount of \$36 million plus \$ 468,511.87 of accrued and unpaid interest on account of the Prepetition Priority Loans (as defined below) (the “Roll-Up Loans”), which Roll-Up Loans ~~shall be deemed~~were fully funded and an equal amount of Prepetition Priority Loans plus accrued and unpaid interest on account of such Prepetition Priority Loans ~~shall be deemed~~were converted into and exchanged for, such Roll-Up Loans, in each case, ~~upon entry of this Interim Order~~ in accordance with the terms and conditions set forth in the DIP Credit Agreement and all other terms and conditions of the DIP Documents. Upon entry of ~~this~~the Interim Order, the Roll-Up Loans ~~shall be~~were deemed to be made by each Lender (as defined in the DIP Credit Agreement) that is a Prepetition Priority Lender (as defined below). On the terms set forth in the syndication procedures (~~the “Syndication Procedures”~~), ~~upon entry of the Interim Order~~, each Prepetition First Lien Lender that ~~has~~ properly executed and returned to counsel to the Debtors (being, Kirkland & Ellis LLP) a signature page to the Restructuring Support Agreement ~~shall be~~was offered the right to purchase DIP Loans (including Roll-Up Loans other than Roll-Up Loans issued in exchange for accrued and unpaid interest with respect to the Prepetition Priority Loans) on a pro rata basis based on their Prepetition First Lien Term Loans and/or Prepetition Revolving Loans;

(c) Deemed Transfer. A superpriority term loan facility in the principal amount of \$14 million (the “Transferred Loans”), which shall consist of escrowed proceeds funded pursuant to the Debtors’ Bridge Facility (as defined in the Motion), and which ~~shall, upon entry of the Interim Order, be deemed~~were transferred for an equal amount of Loans under the DIP Credit Agreement (without accruing any additional or incremental fees related thereto). The Transferred Loan proceeds ~~shall, notwithstanding any provisions or notice requirements under the Debtors’ Bridge Facility or the related escrow agreement,~~ be~~were~~ immediately released from escrow and thereafter ~~be~~ immediately available to the Debtors in accordance with the terms and conditions set forth in the DIP Credit Agreement and all other terms and conditions of the DIP Documents;

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(Page 5)

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

(ii) authorizing the DIP Borrower and the DIP Guarantors to (a) enter into and perform under that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of June 7, 2023, among the DIP Borrower, the lenders party thereto (collectively in such capacities, the “DIP Lenders”), and Wilmington Savings Fund Society, FSB, as administrative agent, and collateral agent (in such capacities, the “DIP Agent,” and, together with the DIP Lenders, the “DIP Secured Parties”) (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “DIP Credit Agreement”) and the other DIP Documents (as defined below) and (b) enter into and perform under that certain Escrow Agreement (the “Escrow Agreement”), dated as of June 7, 2023, among the DIP Borrower, the DIP Agent, and The Bank of New York Mellon, as the initial escrow agent (the “Escrow Agent”); and each of the foregoing, together with ~~this~~the Interim Order, ~~the~~this Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith (including the fee letters executed by the DIP Borrower in connection with the DIP Facility and the Escrow Agreement, and other guarantee and security documentation, collectively, the “DIP Documents”), and to perform such other and further acts as may be required in connection with the DIP Documents;

(iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (w) to pay fees, interest and other amounts payable under the DIP Documents, (x) solely in accordance with the Approved DIP Budget (subject to any Permitted Variance set forth herein and in the DIP Documents), (y) to effectuate the exchange of Prepetition Priority Loans for Roll-Up Loans in accordance with the DIP Credit Agreement, ~~this~~the Interim Order, and ~~the~~this Final Order, and (z) to provide working capital for, and for other general corporate purposes of, the Debtors and certain of the Debtors’ subsidiaries, including for funding the Carve Out (as defined below) and payment of any Adequate Protection Payments (as defined below) and reasonable and documents transaction costs, fees, and expenses incurred in connection with these Cases, in each case in accordance with the Approved DIP Budget (subject to any Permitted Variance set forth herein and in the DIP Documents);

(iv) authorizing the Debtors to refinance the Roll-Up Loans into DIP Obligations under the DIP Facility;

(v) granting adequate protection to the Prepetition ~~Priority/1L~~First Lien Secured Parties (as defined below);

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(Page 6)

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

(vi) granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the Debtors, whether such property is presently owned or after-acquired, and each Debtors' estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the (x) Carve Out (as defined below) (y) ~~the any liens granted in connection with the Receivables Program (the "Receivables Program Liens")~~, and (z) other valid, perfected and unavoidable liens, if any, existing as of the Petition Date that are senior to the liens or security interests of the ~~Prepetition Priority/1L~~First Lien Secured Parties as of the Petition Date by operation of law (the "Senior Liens");

(vii) granting superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent and the DIP Lenders with respect to the DIP Obligations (as defined below) over any and all administrative expenses of any kind or nature (x) subject and subordinate only to the payment of the Carve Out and (y) subject to the Receivables Program Superpriority Claim (which shall rank *pari passu* with the DIP Superpriority Claim) on the terms and conditions set forth herein and in the DIP Documents;

(viii) ~~subject to entry of a Final Order (as defined below)~~, waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral or DIP Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(ix) ~~subject to entry of a Final Order~~, for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to such parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(x) pursuant to Bankruptcy Rule 4001, holding ~~an interim final~~ hearing (the "InterimFinal Hearing") on the Motion before this Court to consider entry of this InterimFinal Order, among other things, (1) authorizing the Debtors to, on an interimfinal basis, borrow from the DIP Lenders a principal amount of \$~~40 million~~200,468,511.87 in DIP Loans, (2) authorizing the DIP Guarantors to guaranty the DIP Obligations, (3) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (4) granting the adequate protection described in this InterimFinal Order, and (5) authorizing the Debtors to execute and deliver the DIP Documents to

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(Page 7)

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith; and

~~(xi) scheduling a final hearing (the “Final Hearing”) to consider the relief requested in the Motion and the entry of a final order (the “Final Order”), and approving the form of notice with respect to the Final Hearing; and~~

(xi) ~~(xii)~~ granting related relief.

B. This Court having considered the Motion, the exhibits thereto, the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* [Docket No. 20] (the “First Day Declaration”), the *Declaration of Eric Koza in Support of the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 24] (the “Koza Declaration”), the *Declaration of Ronen Bojmel in Support of the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No.25] (the “Bojmel Declaration”), and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held on June 6, 2023 and the Final Hearing held on July 19, 2023, and this Court having entered, after

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(Page 8)

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

the Interim Hearing, that certain Interim Order (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 [Docket No. 70] (the “Interim Order”); and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the ~~interim~~final relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors ~~and their estates pending the Final Hearing~~, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors’ business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the ~~interim~~final relief granted herein need be given under the circumstances; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

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

Case No. 23-14853 (JKS)

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BASED UPON THE RECORD ESTABLISHED AT THE ~~INTERIM~~FINAL HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Date. On June 4, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey commencing these Cases. On June 6, 2023, the Court entered an order approving joint administration of the Cases.

B. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue for the Cases and proceedings on the Motion is properly before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Committee. ~~As of the date hereof~~On June 21, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) ~~has not~~ appointed an official committee of

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

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unsecured creditors in these Cases pursuant to section 1102 of the Bankruptcy Code (~~any such committee,~~ the “Committee”).

E. Debtors’ Stipulations. Subject only to the rights of parties in interest specifically set forth in paragraph I.11 of this ~~Interim~~Final Order (and subject to the limitations thereon contained in such paragraph or otherwise in this ~~Interim~~Final Order), the Debtors stipulate and agree that (collectively, paragraphs E(i) through (viii) below are referred to herein as the “Debtors’ Stipulations”):

(i) Prepetition Priority Term Loan Facility.

(a) Prepetition Priority Credit Agreement. Under that certain ~~First-Lien~~First Lien Priority Credit Agreement dated as of May 4, 2023, by and among Cyxtera DC Parent Holdings, Inc. (“Holdings”), the DIP Borrower, as borrower, certain of the Debtors party thereto, as guarantors, the lenders party thereto (collectively, the “Prepetition Priority Lenders”), the other parties thereto, Wilmington Savings Fund Society, FSB, as administrative agent (the “Prepetition Priority Administrative Agent”, and together with the Prepetition Priority Lenders, the “Prepetition Priority Secured Parties”) (such credit agreement, as amended, restated, supplemented, waived or otherwise modified from time to time, the “Prepetition Priority Credit Agreement”, and together with the other “Loan Documents” (as defined in the Prepetition Priority Credit Agreement), the “Prepetition Priority Loan Documents”), the Prepetition Priority Lenders provided loans in an aggregate principal amount of \$50 million (the “Prepetition

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Priority Loans” and the facility, the “Prepetition Priority Term Loan Facility”). As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition Priority Lenders and the Prepetition Priority Administrative Agent pursuant to the Prepetition Priority Loan Documents, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of \$50 million *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Loan Document Obligations (as defined in the Prepetition Priority Credit Agreement) owing under or in connection with the Prepetition Priority Loan Documents (collectively, the “Prepetition Priority Obligations”).

(b) *Prepetition Priority Liens and Prepetition Priority Collateral.*

As more fully set forth in the Prepetition Priority Loan Documents, prior to the Petition Date, the Prepetition Priority Obligations are secured by first priority liens on and security interest in (the “Prepetition Priority Liens”) certain of the Debtors’ assets and property, including, without limitation, a first priority right of payment with respect to, and security interest in and a continuing lien on, the “Collateral” under and as defined in the Prepetition Priority Loan Documents (collectively, the “Prepetition Priority Collateral”).

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(ii) Prepetition First Lien Credit Facility.

(a) Prepetition First Lien Credit Agreement. Pursuant to that certain First Lien Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Prepetition First Lien Credit Agreement,” and collectively with all the Loan Documents (as defined in the Prepetition First Lien Credit Agreement), and any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Prepetition First Lien Loan Documents”, and collectively with the Prepetition Priority Loan Documents, the “Prepetition Priority/1L Loan Documents”), by and among DIP Borrower, Holdings, the financial institutions from time to time party thereto as Lenders (as defined in the Prepetition First Lien Credit Agreement), Citibank, N.A., as administrative agent (the “Prepetition First Lien Administrative Agent” and together with the Prepetition Priority Administrative Agent, the “Prepetition Priority/1L Administrative Agents”) and as Collateral Agent (the “Prepetition First Lien Collateral Agent”), and the Term Lenders (as defined in the Prepetition First Lien Credit Agreement) from time to time party thereto (collectively, the “Prepetition First Lien Term Loan Lenders”) and the Revolving Lenders (as defined in the Prepetition First Lien Credit Agreement) party thereto (collectively, the “Prepetition Revolving Lenders”, and together with the Prepetition First Lien Term Loan Lenders, the “Prepetition First Lien Lenders”, and collectively

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with the Prepetition Priority Lenders, the “Prepetition Lenders”), the Prepetition First Lien Term Loan Lenders provided term loans and other financial accommodations to the DIP Borrower (the “Prepetition First Lien Term Loans”) and the Prepetition Revolving Lenders provided revolving loans and other financial accommodations to the DIP Borrower (the “Prepetition Revolving Loans”), and together with the Prepetition First Lien Term Loans, the “Prepetition First Lien Facility,” and together with the Prepetition Priority Loans, the “Prepetition Priority/1L Facilities”). As of the Petition Date, the Debtors were jointly and severally indebted to the Prepetition First Lien Lenders and the Prepetition First Lien Administrative Agent (collectively, the “Prepetition First Lien Secured Parties,” and together with the Prepetition Priority Secured Parties, the “Prepetition Priority/1L Secured Parties”) pursuant to the Prepetition First Lien Loan Documents, without defense, counterclaim, or offset of any kind, in the aggregate principal amount of \$961,496,926 *plus* accrued and unpaid interest with respect thereto, letters of credit in the aggregate face amount of \$4,943,699, and any additional fees, costs, expenses (including any attorneys’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Loan Document Obligations (as defined in the Prepetition First Lien Credit Agreement) owing under or in connection with the Prepetition First Lien Loan Documents (collectively, the “Prepetition First Lien Obligations,” and together with the Prepetition Priority Obligations, the “Prepetition

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Obligations”). The Prepetition Priority Lenders and the Prepetition First Lien Lenders are collectively referred to herein as the “Prepetition Priority/1L Secured Lenders.” Pursuant to the Guarantee Agreements (as defined in the Prepetition First Lien Credit Agreement), the Debtors, comprising the Guarantors (as defined in the Prepetition First Lien Credit Agreement), guaranteed on a joint and several basis the obligations of the DIP Borrower under the Prepetition First Lien Credit Agreement and the other Prepetition First Lien Loan Documents.

(b) *Prepetition First Lien Credit Agreement Liens and Prepetition First Lien Collateral.* As more fully set forth in the Prepetition First Lien Loan Documents, the Prepetition First Lien Obligations are secured by first priority liens on and security interests in (the “Prepetition First Lien Credit Agreement Liens,” and together with the Prepetition Priority Liens, the “Prepetition Liens”) certain of their assets and property, including, without limitation, a first priority security interest in and a continuing lien on the “Collateral” under and as defined in the Prepetition First Lien Loan Documents (collectively, the “Prepetition First Lien Collateral”, and together with the Prepetition Priority Collateral, the “Prepetition Collateral”).

(iii) *Priority of Prepetition Liens; Intercreditor Agreements.* The Prepetition Priority Administrative Agent and the Prepetition First Lien Administrative Agent, among others, are parties to that certain First Lien Intercreditor Agreement, dated as of May 4, 2023 (as may be further amended, restated, supplemented, or otherwise modified in accordance with its terms, the “Priority/1L Intercreditor Agreement”),² to govern the respective rights, interests,

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obligations, priority, and positions of the Prepetition Priority/1L Secured Parties with respect to the assets and properties of the Debtors and other obligors. Each of the Debtors acknowledged and agreed to the Priority/1L Intercreditor Agreement.

(iv) Validity, Perfection and Priority of Prepetition Priority Liens and Prepetition Priority Obligations. The Debtors represent, acknowledge and agree that, as of the Petition Date, (a) the Prepetition Priority Liens on the Prepetition Priority Collateral were valid, binding, enforceable, non-avoidable and properly perfected and were granted to, or for the benefit of, the Prepetition Priority Secured Parties for fair consideration and reasonably equivalent value; (b) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition Priority Liens were *pari passu* with the Prepetition First Lien Credit Agreement Liens, and senior in priority over any and all other liens on the Prepetition Collateral, subject only to Senior Liens, (c) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition Priority Liens were senior in right to payment in respect of the Prepetition Collateral and the Prepetition Priority Secured Parties were senior in all respects over any and all rights to payment in respect of the Prepetition Collateral (including such rights to payment arising from the Prepetition First Lien Credit Agreement Liens) other than rights to payment arising from any Senior Liens; (d) the Prepetition Priority Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Priority Loan Documents; (e) no offsets, recoupments, challenges,

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objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Priority Liens or Prepetition Priority Obligations exist, and no portion of the Prepetition Priority Liens or Prepetition Priority Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (f) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Priority Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition Priority Loans; (g) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Priority Obligations, the priority of the Prepetition Priority Obligations, and the validity, extent, and priority of the Prepetition Priority Liens; and (h) the Prepetition Priority Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(v) Validity, Perfection and Priority of Prepetition First Lien Credit Agreement Liens and Prepetition First Lien Obligations. The Debtors represent, acknowledge and agree that, as of the Petition Date, (a) the Prepetition First Lien Credit Agreement Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected

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and were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value; (b) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition First Lien Credit Agreement Liens were *pari passu* with the Prepetition Priority Liens and senior in priority over any and all other liens on the Prepetition Collateral, subject only to Senior Liens, (c) subject to and as provided in the Priority/1L Intercreditor Agreement, the Prepetition First Lien Credit Agreement Liens were junior to the Prepetition Priority Liens in the right to payment in respect of the Prepetition Collateral and the Prepetition First Lien Secured Parties were junior in all respects to the Prepetition Priority Secured Parties' rights to payment arising from the Prepetition Priority Liens; (d) the Prepetition First Lien Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition First Lien Credit Documents; (e) no offsets, recoupments, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition First Lien Credit Agreement Liens or Prepetition First Lien Obligations exist, and no portion of the Prepetition First Lien Credit Agreement Liens or Prepetition First Lien Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (f) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including without limitation, avoidance claims under

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chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition First Lien Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the Prepetition First Lien Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition First Lien Obligations, the priority of the Prepetition First Lien Obligations, and the validity, extent, and priority of the Prepetition First Lien Credit Agreement Liens; and (g) the Prepetition First Lien Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(vi) No Control. None of the DIP Agents, the DIP Lenders or the Prepetition Priority/1L Secured Parties controls the Debtors or their operations, has authority to determine the manner in which any of the Debtors' operations are conducted or is a control person or insider of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this ~~Interim~~Final Order, the DIP Facility, the DIP Documents, the Prepetition Priority/1L Facilities, and/or the Prepetition Priority/1L Loan Documents.

(vii) Cash Collateral. Any and all of the Debtors' cash, including the Debtors' cash and other amounts on deposit or maintained in any banking, checking, or other deposit accounts by the Debtors, any amounts generated by the collection of accounts receivable (except

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to the extent sold or contributed to, or otherwise encumbered with respect to the Receivables Program)⁴ or other disposition of the Prepetition Collateral existing as of the Petition Date or deposited into the Debtors' banking, checking, or other deposit accounts after the Petition Date, and the proceeds of any of the foregoing is the Prepetition Priority/1L Secured Parties' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

(viii) Bank Accounts. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system (the "Cash Management Order").

F. Findings Regarding the DIP Facility and Use of Cash Collateral.

(i) The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget, subject to any Permitted Variance set forth herein and in the DIP Documents) to, among other things, permit the orderly continuation of their operations and administer and preserve the value of their estates. The proceeds of the New Money Loans will enable the Debtors to fund day to day operations and

⁴ "Receivables Program" has the meaning ascribed to the term in the *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](#)] (the "Receivables Program Order") and any final order related thereto.

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meet administrative obligations during the Cases. The DIP Facility will also reassure the Debtors' customers and employees that the Debtors will have access to additional liquidity to meet its commitments during the Cases and that the Debtors' businesses are likely to continue as a going concern post-emergence. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern value and successful reorganization. The Debtors will not have sufficient available sources of working capital and financing to operate their businesses in the ordinary course of business throughout the Cases without access to the DIP Facility and authorized use of Cash Collateral, and subject to the Carve Out as provided herein.

(ii) The Debtors have been unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and have been unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors also are unable to obtain (a) unsecured credit solely having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, and (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not otherwise available without the Debtors granting to the DIP Secured

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Parties the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this ~~Interim~~Final Order and the DIP Documents.

(iii) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other obligations under the DIP Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this ~~Interim~~Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, the DIP Agent or the DIP Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this ~~Interim~~Final Order shall be governed in all respects by the original provisions of this ~~Interim~~Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(iv) ~~Roll-Up~~Roll-Up of Loans. Upon entry of ~~this~~the Interim Order, ~~without any further action by the Debtors or any other party,~~ the Prepetition Priority Loans ~~shall be~~were

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converted into DIP Obligations, as Roll-Up Loans. Such conversion (~~or “Roll-Up”~~) shall be ~~authorized as was~~ compensation for, in consideration for, and solely on account of, those Prepetition Priority Lenders that are also DIP Lenders or affiliates thereof to fund the New Money Loans and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Obligations. The Prepetition ~~Priority/1L~~First Lien Secured Parties would not ~~have~~ otherwise consented to the use of their Cash Collateral or the subordination of their liens to the DIP Liens, and the DIP Lenders would not ~~be~~have been willing to provide the DIP Loans or extend credit to the Debtors thereunder without the inclusion of the Roll-Up Loans in the DIP Obligations.

(v) Adequate Protection. Each of the Prepetition ~~Priority/1L~~First Lien Secured Parties are entitled, pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, for any diminution in the value thereof.

(vi) Sections 506(c) and 552(b). In light of the Prepetition ~~Priority/1L~~First Lien Secured Parties’ agreement to subordinate their liens and superpriority claims to the DIP Obligations and the Carve Out and to permit the use of their Cash Collateral as set forth herein, ~~subject to and upon entry of the Final Order,~~ the Prepetition ~~Priority/1L~~First Lien Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code, and a

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

waiver of any “equities of the case” claims under section 552(b) of the Bankruptcy Code, and a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(vii) Consent by Prepetition Priority/1L Administrative Agents. The Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders), on behalf and for the benefit of each of the Prepetition Priority/1L Secured Parties, have consented to, conditioned on the entry of this ~~Interim~~Final Order, the Debtors’ incurrence of the DIP Facility, and proposed use of Cash Collateral on the terms and conditions set forth in this ~~Interim~~Final Order, including, without limitation, the terms of the adequate protection provided for in this ~~Interim~~Final Order, subject and subordinate to the Carve Out.

G. Good Cause Shown; Best Interest. Good cause has been shown for entry of this ~~Interim~~Final Order, and entry of this ~~Interim~~Final Order is in the best interests of the Debtors’ respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors’ existing business and enhance the Debtors’ prospects for a successful reorganization. Absent granting the relief sought by this ~~Interim~~Final Order, the Debtors’ estates will be immediately and irreparably harmed.

H. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the ~~Interim~~Final Hearing ~~and the emergency relief requested in the Motion~~ has been provided by the Debtors. Under the circumstances, the notice given by the

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Debtors of the Motion, the relief requested herein, and of the ~~Interim~~Final Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

I. Arm's Length, Good Faith Negotiations. The terms of this ~~Interim~~Final Order were negotiated in good faith and at arm's length between the Debtors and the Prepetition Priority/1L Secured Parties. The Prepetition Priority/1L Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this ~~Interim~~Final Order, all documents related thereto, and all transactions contemplated by the foregoing.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on ~~an interim~~a final basis as set forth herein, and the Debtors' incurrence of the DIP Facility and use of Cash Collateral on ~~an interim~~a final basis is authorized, subject to the terms of this ~~Interim~~Final Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to the Motion and entry of this ~~Interim~~Final Order, to the extent not withdrawn or

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resolved, are overruled on the merits. This ~~Interim~~Final Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Documents.

(a) The DIP Borrower and the DIP Guarantors are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates and agreements as may be required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this ~~Interim~~Final Order and the DIP Documents, and to effectuate the exchange of Prepetition Priority Loans for Roll-Up Loans. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this ~~Interim Order and the~~ Final Order, consistent with the terms of the DIP Credit Agreement and otherwise reasonably acceptable to the DIP Agent (acting at the direction of the required lenders under and pursuant to the DIP Credit Agreement (the “Required DIP Lenders”)) and the Required DIP Lenders. Upon entry of this ~~Interim Order and until execution and delivery of the DIP Credit Agreement and other DIP Documents required to be delivered thereunder, the Debtors and the DIP Secured Parties shall be bound by (x) the terms and conditions and other provisions set forth in the other executed DIP Documents (including the fee letters executed in connection with the DIP Facility), with the same force and effect as if duly executed and delivered to the DIP Agent~~

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~~by the Debtors, and (y) this Interim Order and the other executed DIP Documents (including the fee letters executed in connection with the DIP Facility) shall govern and control the DIP Facility. Upon entry of this Interim Order, the ~~Interim~~Final Order, the DIP Credit Agreement, and other DIP Documents shall govern and control the DIP Facility. The DIP Agent is hereby authorized to execute and enter into its respective obligations under the DIP Documents, subject to the terms and conditions set forth therein and this ~~Interim~~Final Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the Motion, the DIP Documents and this ~~Interim~~Final Order, the terms and conditions of this ~~Interim~~Final Order shall govern and control. To the extent there is a conflict between the terms and conditions of the Motion and the DIP Documents, the terms and conditions of the DIP Documents shall govern.~~

(b) Upon entry of this ~~Interim~~Final Order, the DIP Borrower is hereby authorized to borrow, and the DIP Guarantors are hereby authorized to guaranty, borrowings up to an aggregate principal amount of ~~\$200 million~~200,468,511.87 in DIP Loans, ~~with \$54 million available to be drawn on an interim basis (including the Transferred Loan amounts),~~ subject to and in accordance with this ~~Interim Order, without any further action by the Debtors or any other party~~Final Order.

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~~(c) Upon the entry of this Interim Order, without any further action by the Debtors or any other party, the Debtors shall be authorized and deemed to have effectuated the exchange of Prepetition Priority Loans for Roll-Up Loans, subject to the occurrence of the Closing Date (as defined in the DIP Credit Agreement):~~

(d) ~~(d)~~ In accordance with the terms of this ~~Interim~~Final Order and the DIP Documents, proceeds of the DIP Loans shall be used for the purposes permitted under the DIP Documents and this ~~Interim~~Final Order, and solely in accordance with the Approved DIP Budget, subject to any Permitted Variance as set forth herein and the DIP Documents. Attached as Exhibit BA hereto and incorporated herein by reference is a budget prepared by the Debtors and approved by the Required DIP Lenders in accordance with section 5.21 of the DIP Credit Agreement (the "~~Initial~~ DIP Budget").

(d) ~~(e)~~ In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Credit Agreement), and to pay all fees (including all amounts owed to the DIP Lenders and the DIP Agent under the DIP Documents and the Escrow Agent under the

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Escrow Agreement) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

- (1) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent required thereby;
- (2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents (in each case in accordance with the terms of the applicable DIP Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders may reasonably agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that are not material; ~~provided, that,~~ the Debtors shall provide three (3) days' notice to counsel to the Committee of any such non-material amendment, and if the Committee does not consent to any such non-material amendment, then the Committee may file an objection with the Court within such three (3) day period and seek a hearing on shortened notice; provided further that notice of any such non-material

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amendment shall also be provided to the U.S. Trustee and counsel ~~for the~~

~~Committee to the extent one has been appointed at such time~~ to PNC Bank;

- (3) the non-refundable payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents, including (x) all fees and other amounts owed to the DIP Agent and the DIP Lenders and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this ~~Interim~~Final Order (whether incurred before or after the Petition Date), including, for the avoidance of doubt, (a) Gibson, Dunn & Crutcher LLP (as counsel), Houlihan Lokey Capital, Inc., (as financial advisor), Gibbons P.C. (as local bankruptcy counsel), and any other foreign counsel and other professionals necessary to represent the interests of the DIP Lenders and the ad hoc group of the Prepetition Priority/1L Secured Lenders (the “DIP/First Lien Group”) in connection with the Cases (collectively, the “DIP/First Lien Advisors”); and (b) ArentFox Schiff LLP (as counsel), and Riker Danzig LLP (as local bankruptcy counsel) to the DIP Agent, and, to the extent necessary to exercise its rights and fulfill its

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obligations under the DIP Documents, which such fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, *provided* that any fees and expenses of a professional shall be subject to the provisions of paragraph ~~18~~19 of this ~~Interim~~Final Order; and

(4) the performance of all other acts required under or in connection with the DIP Documents, including, without limitation, pursuant to the Escrow Agreement.

(e) ~~(f) Upon entry of this Interim Order, such~~The DIP Documents, the DIP Obligations, and the DIP Liens ~~shall~~ constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of this ~~Interim~~Final Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents, or this ~~Interim~~Final Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548, 549, 550, or 551 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act,

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Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (a) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties or (b) to or on behalf of the Prepetition Priority/1L Secured Parties, in each case, pursuant to the DIP Documents, the provisions of this ~~Interim~~Final Order, or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or the “equities of the case” exception of section 552(b) of the Bankruptcy Code ~~(and, solely in the case of waivers of rights under sections 506(e) (as to the Prepetition Priority/1L Secured Parties) and the “equities of the case” exception of section 552(b), subject to the entry of the Final Order)~~. For the avoidance of doubt, and notwithstanding anything to the contrary in any Prepetition Priority/1L Loan Documents, DIP Document, any additional document, instrument, certificate and/or agreement related to any of the foregoing, in no event shall any property, proceeds, cash, cash equivalents, or otherwise placed or held in the escrow account established pursuant to the Escrow Agreement at any time be, or be deemed to be, property of any of the Debtors or their affiliates or subsidiaries or any of the Debtors’ estates and the parties to the Escrow Agreement have acknowledged and agreed to the foregoing.

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(f) ~~(g)~~ The DIP Guarantors are hereby authorized and directed to jointly, severally, and unconditionally guarantee, and upon entry of this ~~Interim~~Final Order shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrower.

(g) ~~(h)~~ All holders of DIP Loans and Roll-Up Loans shall be deemed to be a party to, and bound by, the DIP Credit Agreement, regardless of whether such holder has executed a signature page thereto.

4. Budget and Variance Reporting.

(a) On or before the Thursday before the end of each Budget Period (as defined below) or sooner, beginning with the fourth full week following the Petition Date (or more frequently if determined by the Debtors), the Debtors will deliver to the Prepetition Priority/1L Administrative Agents and the DIP/First Lien Advisors an updated Budget for the subsequent 13-week period (a “Subsequent DIP Budget”), which shall be in form and substance reasonably satisfactory to the Required DIP Lenders in their sole discretion. The ~~Initial~~ DIP Budget or any Subsequent DIP Budget shall be deemed to constitute the “Approved DIP Budget” for purposes of this ~~Interim~~Final Order with the most recently delivered Budget constituting the “Approved DIP Budget” solely upon approval by the Required DIP Lenders (which must be in writing, email being sufficient, or which shall be deemed an Approved DIP Budget absent objection by the Required DIP Lenders within five days’ after delivery of the Budget) in their sole discretion. In the event the conditions for the most recently delivered Subsequent DIP

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Budget to constitute an “Approved DIP Budget” are not met as set forth herein, the prior Approved DIP Budget shall remain in full force and effect and the Debtors shall be required to work in good faith with the Required DIP Lenders to modify such Subsequent DIP Budget until the Required DIP Lenders approve such Subsequent DIP Budget as an “Approved DIP Budget.” “Budget Period” means the initial four-week period set forth in the Approved DIP Budget in effect at such time. Any such Approved DIP Budget and Subsequent DIP Budgets shall be served on the U.S. Trustee and counsel to the Committee.

(b) Notwithstanding anything to the contrary herein, no amendments or modifications shall be made to the line items related to the fees and expenses of the Committee Professionals in any Approved Budget without the consent of counsel for the Committee (email to suffice); provided that if the Committee does not consent to any such amendment, the Debtors may seek Court approval for such amendments. The Committee shall be provided three (3) days’ notice of any amendments or modifications to any Approved Budget other than any amendments or modifications to the line items related to the fees and expenses of the Committee, and if the Committee does not consent to any such amendments or modifications, the Committee may file an objection with the Court within such three (3) day period.

(c) ~~(b)~~ Commencing on the Friday of the second full calendar week after the Petition Date, Budget Variances (as defined below) shall be tested bi-weekly on Friday (each such date, a “Testing Date”). If such Testing Day is not a Business Day, the Testing Date shall

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be the next day that is a Business Day. On or before the following Thursday after each Testing Date, the Debtors shall deliver to the DIP Agent, the DIP/First Lien Advisors, counsel to the Committee, and the U.S. Trustee a budget variance report/reconciliation in form and substance reasonably satisfactory to the DIP/First Lien Group (the “Approved DIP Budget Variance Report”), setting forth in detail (i) the Debtors’ actual disbursements (the “Actual Disbursements”), including, without limitation, capital expenditures, and all disbursements related to the Cases, including, without limitation, the fees and expenses of Professional Persons (as defined below), on a line-by-line and aggregate basis for the trailing four-week and two-week period preceding the applicable Testing Date and covering the Budget Period as of the applicable Testing Date; (ii) the Debtors’ actual ordinary course receipts (the “Actual Receipts”), excluding, for the avoidance of doubt, any intercompany transactions, on a line-by-line and aggregate basis during the week period preceding the applicable Testing Date and covering the Budget Period as of the applicable Testing Date; (iii) a comparison (whether positive or negative, in dollars and expressed as a percentage) for the prior period of the Actual Receipts (and each line item thereof), the Actual Disbursements (and each line item thereof), and the fees and expenses of Professional Persons for such prior period to the amount of Debtors’ projected cash receipts (and each line item thereof) set forth in the Approved DIP Budget for such prior period and the Debtors’ projected disbursements (and each line item thereof), respectively, set forth in the Approved DIP Budget for such prior period; and (iv) as to each

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variance contained in the Approved DIP Budget Variance Report, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any variance.

(d) ~~(e)~~ The Debtors shall not permit: (i) during any Budget Period, the Debtors' Actual Disbursements for any trailing four-week period during such Budget Period to be more than ~~15%~~fifteen percent of the projected disbursements (x) in the aggregate and (y) with respect to capital expenditures, specifically, in each case for such period in the Approved DIP Budget (including any Subsequently Delivered DIP Budget that has become an Approved DIP Budget) over such period; and (ii) during any Budget Period, the Debtors' Actual Receipts for any trailing four-week period during such Budget Period to be less than ~~15%~~fifteen percent of the projected receipts in the aggregate for such period in the Approved DIP Budget (including any Subsequently Delivered DIP Budget that has become an Approved DIP Budget) over such period (the "Budget Variances"; all references in this ~~Interim~~Final Order and the DIP Documents to "Approved DIP Budget" shall mean the Approved DIP Budget as it is subject to the Budget Variances). Commencing with the first full calendar week after the Petition Date, the Debtors shall maintain Actual Liquidity (as defined in the DIP Credit Agreement) of not less than ~~\$30,000,000~~30 million as of the last business day of every other calendar week. For purposes of Budget Variances testing, the fees and expenses of Professional Persons and the

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DIP/First Lien Advisors, capital expenditures, and payments in connection with vendor-related motions shall be excluded.

5. Access to Records. The Debtors shall provide the DIP/First Lien Advisors and counsel to the Committee with all reporting and other information required to be provided to the DIP Agent under the DIP Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Documents, upon reasonable notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit the Required DIP Lenders, and upon the occurrence, and during the continuance of an Event of Default, representatives, agents, and employees of the Required DIP Lenders to have reasonable access to (i) inspect the Debtors' assets, and (ii) reasonably requested information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and, as appropriate, other advisors of the Debtors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall reasonably request, excluding any information subject to attorney-client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law or any binding agreement that would violate confidentiality obligations.

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6. DIP Superpriority Claims. Subject to, and subordinated in all respects to, the Carve Out, and subject to the Receivables Program Superpriority Claims⁵ at the applicable Debtor (which shall rank *pari passu* with the DIP Superpriority Claims), pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the 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 sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall for the 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 which shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, ~~subject to entry of the Final~~

⁵ "Receivables Program Superpriority Claims" has the meaning ascribed to the term "Superpriority Claims" in the Receivables Program Order.

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~~Order~~, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the “Avoidance Actions”); provided further that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof. Except as set forth in this ~~Interim Order~~, the Final Order, or any order authorizing the Debtors to continue the Receivables Program, no other superpriority claims shall be granted or allowed in these Cases.

7. The Debtors shall, solely to the extent consistent with their fiduciary duties, use commercially reasonable efforts to first liquidate DIP Collateral other than Avoidance Actions, before liquidating Avoidance Actions; provided that prior to any decision to pursue Avoidance Actions, the Debtors will consult with the Required DIP Lenders and the Committee. In the event that the Debtors determine to pursue Avoidance Actions consistent with this paragraph 7, then the Debtors shall provide to the Committee five (5) business days’ advance notice before pursuing any Avoidance Actions, and the Committee may file with the Court an objection to the Debtors’ pursuit of such Avoidance Actions within such five (5) business day period. To the extent the Committee files such an objection, no Avoidance Action shall be pursued unless the Debtors, the Required DIP Lenders, and the Committee agree otherwise, or upon entry of an order of the Court.

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

8. ~~7.~~ DIP Liens. As security for the DIP Obligations, effective and perfected upon the date of this ~~Interim~~Final Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Lender of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clause (a) and (b) below⁶ being collectively referred to as the "DIP Collateral"), subject only to (x) Senior Liens (y) the Carve Out, and (z) the Receivables Liens (as defined in the Receivables Program Order) (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to this ~~Interim~~Final Order and the DIP Documents, the "DIP Liens"):

(a) First Priority Lien ~~On~~on Any Unencumbered Property. Subject only to the Carve Out and the Receivables Program Liens, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the

⁶ For the avoidance of doubt, DIP Collateral excludes: (a) any and all accounts receivable sold or contributed to, or otherwise encumbered in favor of, Cyxtera Receivables Holdings (and its assignee) pre- and post-petition, (b) any claims arising on account of transfers to Cyxtera Receivables Holdings, and (c) any equity or membership interest in the non-Debtor Cyxtera Receivables Holdings.

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Case No. 23-14853 (JKS)

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Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) (subject to the Carve Out) including, without limitation (in each case, to the extent not subject to valid, perfected, and non-avoidable liens), a 100% equity pledge of all first-tier foreign subsidiaries and all unencumbered assets of the Debtors; all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise); all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date); all insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements of the Debtors; all owned real estate, real property leaseholds and fixtures of the Debtors; patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property of the Debtors; all commercial tort claims of the Debtors; and all claims and causes of action (including causes of action arising under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor

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Case No. 23-14853 (JKS)

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affiliate (other than Cyxtera Receivables Holdings, LLC) incurred on or following the Petition Date), and any and all proceeds, products, rents, and profits of the foregoing, all products and proceeds of the foregoing and, ~~subject to entry of the Final Order,~~ all proceeds and property recovered in respect of Avoidance Actions (collectively, the “Previously Unencumbered Property”); *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this ~~Interim~~Final Order shall attach to the Debtors’ economic rights, including, without limitation, any and all proceeds of the foregoing; *provided further that the DIP Lenders shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof.*

(b) Liens Priming the Prepetition Liens. Subject only to the Carve Out, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all property of the Debtors that is subject to the Prepetition Liens, including, without limitation, the Prepetition Collateral and Cash Collateral; *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this ~~Interim~~Final Order shall

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Case No. 23-14853 (JKS)

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attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(c) Liens Junior to Certain Other Liens. Subject only to the Carve Out, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all prepetition and post-petition property of the Debtors immediately junior to the Senior Liens; *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this ~~Interim~~Final Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

9. ~~8. Adequate Protection for the Prepetition Priority/~~H~~First Lien Secured Parties.~~ Subject only to the Carve Out, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral), for any diminution in value of such interests ("Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, the Prepetition ~~Priority Administrative Agent and the Prepetition~~ First Lien Administrative Agent, respectively, for the benefit of themselves and the other Prepetition ~~Priority/~~H~~First Lien~~

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Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII) Granting Related Relief~~

Secured Parties, respectively, are hereby granted the following (collectively, the “First Lien Adequate Protection Obligations”):

~~(a) Prepetition Priority Adequate Protection. Solely to the extent of any Diminution in Value of the Prepetition Priority Secured Parties’ interest in Prepetition Priority Collateral, the Prepetition Priority Secured Parties are hereby granted the following as adequate protection:~~

~~(1) Prepetition Priority Adequate Protection Liens. Additional and replacement, valid, binding, enforceable non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all DIP Collateral upon entry of this Interim Order (the “Prepetition Priority Adequate Protection Liens”), without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, and upon entry of the Final Order, all proceeds or property recovered from Avoidance Actions; subject to the terms of this Interim Order, the Prepetition Priority Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, (C) any liens granted in connection with the Receivables Program (the “Receivables Program Liens”), and (D) other valid, perfected and unavoidable Senior Liens; and shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien~~

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~~or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code);~~

~~(2) Prepetition Priority Adequate Protection Superpriority Claims. As further adequate protection, and to the extent provided by sections 503(b), 507(a) and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Cases senior to any and all other administrative expense claims in such Cases to the extent of any postpetition Diminution in Value (the “Prepetition Priority Adequate Protection Superpriority Claims”), except with respect to the Carve Out, the DIP Superpriority Claims, and the Receivables Program Superpriority Claims at the applicable Debtor; subject to the Carve Out, the DIP Superpriority Claims, and the Receivables Program Superpriority Claims at the applicable Debtor in all respects, the Prepetition Priority Adequate Protection Superpriority Claims shall not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (upon entry of the Final Order), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code; provided that the Prepetition Priority Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Prepetition Priority Adequate~~

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~~Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the DIP Lenders, in each case, as provided in the DIP Documents;~~

(a) ~~(b)~~ Prepetition First Lien Adequate Protection. Solely to the extent of any Diminution in Value of the Prepetition First Lien Secured Parties' interest in Prepetition First Lien Collateral, the Prepetition First Lien Secured Parties are hereby granted the following as adequate protection:

(1) Prepetition First Lien Adequate Protection Liens. Additional and replacement, valid, binding, enforceable non-avoidable, and effective and automatically perfected postpetition security interests in and liens on all DIP Collateral upon entry of this ~~Interim~~Final Order (the "Prepetition First Lien Adequate Protection Liens"; ~~and collectively with the Prepetition Priority Adequate Protection Liens, the "Adequate Protection Liens"~~); provided that Prepetition First Lien Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof, without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, ~~and upon entry~~

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~~of the Final Order~~, all proceeds or property recovered from Avoidance Actions; subject to the terms of this ~~Interim~~Final Order, the Prepetition First Lien Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) DIP Liens, (C) the Receivables Program Liens, and (D) other valid, perfected and unavoidable Senior Liens; subject, as applicable, to the Priority/1L Intercreditor Agreement; ~~shall be pari passu with the Prepetition Priority Adequate Protection Liens~~; and shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code);

(2) Prepetition First Lien Adequate Protection Superpriority Claims.

As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Cases senior to any and all other administrative expense claims in the Cases to the extent of any postpetition Diminution in Value (the “Prepetition First Lien Adequate Protection Superpriority Claims”, and collectively with the Prepetition Priority Adequate Protection Superpriority Claims, the “Adequate Protection Superpriority Claims”), except with respect to the Carve Out, the DIP Superpriority Claims, the Receivables Superpriority Claims at the applicable Debtor and, subject, as applicable, to the Priority/1L Intercreditor Agreement, the Prepetition First Lien Adequate Protection Superpriority

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Claims; subject in all respects to the Carve Out, the DIP Superpriority Claims, the Receivables Superpriority Claims at the applicable Debtor and, subject, as applicable to the Priority /1L Intercreditor Agreement, the Prepetition First Lien Adequate Protection Superpriority Claims, the Prepetition First Lien Adequate Protection Superpriority Claims shall not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) ~~(upon entry of the Final Order)~~, 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code; *provided* that the Prepetition First Lien Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Prepetition First Lien Adequate Protection Superpriority Claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have been indefeasibly paid in full, in cash, or satisfied in a manner otherwise agreed to by the DIP Lenders, in each case, as provided in the DIP Documents; *provided that, for the avoidance of doubt, the Prepetition First Lien Secured Parties shall use commercially reasonable efforts to first seek recovery from DIP Collateral other than from Avoidance Actions or the proceeds thereof before seeking recovery from Avoidance Actions or the proceeds thereof.*

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(b) ~~(e)~~ Adequate Protection Payments. As further adequate protection, the Debtors are authorized and directed to pay, in accordance with the terms of paragraph ~~18~~19 of this ~~Interim~~Final Order, (i) all reasonable and documented fees and expenses, whether incurred before or after the Petition Date, including all reasonable and documented fees and expenses of counsel and financial advisors to the DIP Agent and Prepetition Priority/1L Administrative Agents, DIP Lenders, and DIP/First Lien Group and other professionals retained as provided for in the DIP Documents and this ~~Interim~~Final Order, including, without limitation, of (A) ArentFox Schiff LLP, as counsel to the DIP Agent and Prepetition Priority Administrative Agents; (B) Davis Polk & Wardwell LLP, as counsel to the Prepetition First Lien Administrative Agent; (C) Greenberg Traurig, LLP, as local bankruptcy counsel to the Prepetition First Lien Administrative Agent; (D) FTI Consulting, Inc., as financial advisor to the Prepetition First Lien Administrative Agent; (E) Gibson, Dunn & Crutcher LLP as counsel to the DIP Lenders and DIP/First Lien Group, (F) Gibbons P.C., as local bankruptcy counsel to the DIP Lenders and DIP/First Lien Group; and (G) Houlihan Lokey Capital, Inc., as financial advisor to the DIP Lenders and DIP/First Lien Group (all payments referenced in this sentence, collectively, the “Adequate Protection Payments”). None of the Adequate Protection Payments shall be subject to separate approval by this Court or the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application seeking compensation

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for services or reimbursement of expenses with respect thereto or otherwise seek the Court's approval of any such payments.

(c) ~~(d)~~ Right to Seek Additional Adequate Protection. This ~~Interim~~Final

Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition ~~Priority/1L~~First Lien Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition ~~Priority/1L~~First Lien Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition ~~Priority/1L~~First Lien Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition ~~Priority/1L~~First Lien Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

(d) ~~(e)~~ Other Covenants. The Debtors shall maintain their cash management arrangements in a manner consistent with the Cash Management Order approving the Debtors' cash management motion. The Debtors shall comply with the covenants contained in the DIP Credit Agreement regarding the conduct of business, including, without limitation,

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preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of their business and the maintenance of properties and insurance.

(e) ~~(f)~~ Reporting Requirements. As additional adequate protection to the Prepetition ~~Priority/1L~~First Lien Secured Parties, the Debtors shall comply with all reporting requirements set forth in the DIP Credit Agreement and provide the Prepetition Priority/1L Administrative Agents, for distribution to the Prepetition ~~Priority/1L~~First Lien Secured Parties, and, to the extent applicable, counsel to such parties (and subject to applicable confidentiality restrictions in any of the Prepetition Priority/1L Loan Documents, including with respect to any “private” side lender database) with all written financial reporting, periodic reporting and other information required to be provided to the DIP Agent or DIP Secured Parties under the DIP Documents, including with regards to any Subsequent DIP Budget or Approved DIP Budget Variance Report (the “Adequate Protection Reporting Requirement”). Upon indefeasible payment in full of all DIP Obligations, the Prepetition Priority/1L Secured Parties shall continue to be entitled hereby to satisfaction of the Adequate Protection Reporting Requirement.

(f) ~~(g)~~ Miscellaneous. Except for (i) the Carve Out and (ii) as otherwise provided herein, the Prepetition First Lien Adequate Protection Liens and Adequate Protection Superpriority Claims granted to the Prepetition ~~Priority/1L~~First Lien Secured Parties pursuant to paragraph 89 of this ~~Interim~~Final Order shall not be subject, junior, or *pari passu* to, or

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subordinated to or made *pari passu* with, any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

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10. ~~9.~~ Carve Out.

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(a) Carve Out. As used in this ~~Interim~~Final Order, the “Carve Out” means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to \$100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the “Allowed Professional Fees”) incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “Debtor Professionals”) and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by the DIP Agent of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$7 million incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap”). For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent to the Debtors, their lead

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Case No. 23-14853 (JKS)

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restructuring counsel (Kirkland & Ellis LLP), counsel to the Prepetition Priority/1L Secured Parties, counsel to PNC Bank (Mayer Brown LLP), the U.S. Trustee, and counsel to the Committee (~~to the extent one has been appointed~~ Pachulski Stang Ziehl & Jones LLP), which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Facility, stating that the Post-Carve Out Trigger Notice Cap has been invoked. For the avoidance of doubt, the Debtors' obligations to pay Allowed Professional Fees or fund the Carve Out shall not be limited to funds held in the Escrow Account, and amounts held in the Escrow Account shall not in any way act as a cap on Allowed Professional Fees.

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

Case No. 23-14853 (JKS)

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(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the DIP Agent to the Debtors with a copy to counsel to the Committee, the Prepetition Priority/1L Secured Parties, PNC Bank, and the U.S. Trustee (the “Termination Declaration Date”), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand (including cash in the Escrow Account) as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust to pay such then unpaid Allowed Professional Fees (the “Pre-Carve Out Trigger Notice Reserve”) prior to any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap (the “Post-Carve Out Trigger Notice Reserve”) and, together with the Pre-Carve Out Trigger Notice Reserve, the “Carve Out Reserves”) prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the “Pre-Carve Out Amounts”), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP

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Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Priority/1L Secured Parties in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the “Post-Carve Out Amounts”), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Priority/1L Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Documents, or this ~~Interim~~Final Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 910, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 910, prior to making any payments to the DIP Agent or the Prepetition Priority/1L Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Documents or this ~~Interim~~Final Order, following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition Priority/1L Administrative Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors

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until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the terms hereof and the DIP Documents. Further, notwithstanding anything to the contrary in this ~~Interim~~Final Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this ~~Interim~~Final Order, the DIP Facility, the Receivables Program Order, or in any Prepetition Priority/1L Facilities, the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Receivables Program Superpriority Claims, the Prepetition First Lien Adequate Protection Liens, and the 507(b) Claim, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations.

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(c) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(d) No Direct Obligation ~~To~~ Pay Allowed Professional Fees. None of the DIP Agent, DIP Lenders, or the Prepetition Priority/1L Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code (the "Successor Cases"). Nothing in this ~~Interim~~Final Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(e) Payment of Carve Out ~~On~~ or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this ~~Interim~~Final Order, the DIP Documents, the Bankruptcy Code, and applicable law.

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11. ~~10.~~ Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition Priority/1L Secured Parties. Subject only to the Carve Out, notwithstanding any other provision in this ~~Interim~~Final Order or the DIP Documents to the contrary, the entry of this ~~Interim~~Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Priority/1L Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection ~~at and~~ following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve Out and the claims and liens of the DIP Secured Parties granted under this ~~Interim~~Final Order and the DIP Documents; (b) any of the rights of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties under the DIP Documents, the Prepetition Priority/1L Loan Documents, any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code solely in connection with the DIP Facility, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP

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Secured Parties or the Prepetition Priority/1L Secured Parties. The delay in or failure of the DIP Secured Parties and/or the Prepetition Priority/1L Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition Priority/1L Secured Parties' rights and remedies. For all adequate protection purposes throughout the Cases, each of the Prepetition Priority/1L Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this ~~Interim~~Final Order.

12. ~~H.~~ Reservation of Certain Committee and ~~Third Party~~Third-Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this ~~Interim~~Final Order, including, ~~the~~ Debtors' Stipulations, shall be binding upon all other parties in interest, including ~~any~~the Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter

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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 Cases; and (b) ~~except as to any Committee, seventy-five (75) calendar days after entry of the 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 the findings or Debtors’ Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Priority/1L Administrative Agents and the Prepetition Priority/1L Secured Parties; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Obligations (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. 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): (a) any and all such Challenges by any party (including ~~the~~any ~~E~~committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Cases and any Successor Cases; (c) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the Debtors' stipulations and admissions contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Priority/IL Secured Parties' claims, liens, and interests contained in this ~~Interim~~Final Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the

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stipulations and admissions contained in this ~~Interim~~Final Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any ~~E~~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 ~~Interim~~Final Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any ~~E~~committee appointed in the 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 Prepetition Priority/1L Loan Documents, the Prepetition Liens, and the Prepetition Obligations, and a separate order of the Court conferring such standing on any ~~E~~committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such ~~E~~committee or such other party-in-interest.

13. ~~12.~~ Termination Date. On the Termination Date (as defined below) (a) all DIP Obligations shall be immediately due and payable, all Commitments will terminate, and the Carve Out Reserves shall be funded as set forth in this ~~Interim~~Final Order; (b) all authority to use Cash Collateral shall cease; *provided, however,* that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund the Carve Out, pay payroll, and other expenses critical to the administration of the Debtors' estates solely in accordance with the Approved DIP Budget, subject to any Permitted Variance provided for in the

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DIP Documents; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this ~~Interim~~Final Order.

14. ~~13.~~ Events of Default. The occurrence of any of the following events, unless waived by the Required DIP Lenders in accordance with the terms of the DIP Documents, shall constitute an event of default (each, an “Event of Default” and collectively, the “Events of Default”): (a) the failure of the Debtors to perform any of the terms, provisions, conditions, covenants, or obligations under this ~~Interim~~Final Order, (b) the failure of the Debtors to comply with any of the Required Milestones (as defined below) or (c) the occurrence of an “Event of Default” under the DIP Credit Agreement.

15. ~~14.~~ Milestones. The Debtors’ failure to comply with those certain case milestones set forth in section 5.20 of the DIP Credit Agreement (collectively, the “Required Milestones”) shall constitute an “Event of Default” in accordance with the terms of the DIP Credit Agreement.

16. ~~15.~~ Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this ~~Interim~~Final Order, subject to the Remedies Notice Period (defined below), (a) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be, upon delivery by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee, ~~(if appointed)~~, counsel to

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the Prepetition Priority/1L Secured Parties, counsel to PNC Bank, and the U.S. Trustee, referred to herein as a “Termination Declaration”) (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (b) subject to paragraph 123(b), the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination, reduction or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the “Termination Date”). The automatic stay in the Cases otherwise applicable to the DIP Agent, the DIP Lenders, and the Prepetition Priority/1L Secured Parties is hereby modified so that five (5) business days after the Termination Date (the “Remedies Notice Period”): (a) the DIP Agent (at the direction of the Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with the DIP Documents and this ~~Interim~~Final Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out; (b) subject to the foregoing clause (a), the applicable Prepetition Priority/1L Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Priority/1L Loan Documents

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and this ~~Interim~~Final Order with respect to the Debtors' use of Cash Collateral. During the Remedies Notice Period, the Debtors, the Committee ~~(if appointed)~~, and/or any party in interest shall also be entitled to seek an emergency hearing within the Remedies Notice Period with the Court for the sole purpose of contesting whether an Event of Default has occurred or is continuing. Except as set forth in this paragraph ~~15~~16 or otherwise ordered by the Court prior to the expiration of the Remedies Notice Period, after the Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties under this ~~Interim~~Final Order. Unless the Court orders otherwise prior to the expiration of the Remedies Notice Period, the automatic stay, as to all of the DIP Agent, DIP Lenders, and Prepetition Priority/1L Secured Parties shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition Priority/1L Secured Parties shall be permitted to exercise all remedies set forth herein, and in the DIP Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this ~~Interim~~Final Order; *provided*, that the Prepetition Priority/1L Secured Parties shall be permitted to exercise remedies to the extent available solely with respect to the Debtors' use of Cash Collateral.

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17. ~~16.~~ Limitation on Charging Expenses Against Collateral. ~~Subject to entry of the Final Order, no~~No expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the DIP Collateral (except to the extent of the Carve Out), the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Agent, the DIP Lenders, and the Prepetition Priority/1L Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Agent, the DIP Lenders, or the Prepetition Priority/1L Secured Parties.

18. ~~17.~~ Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Priority/1L Secured Parties, but solely for the purposes set forth in this ~~Interim~~Final Order and in accordance with the Approved DIP Budget (subject to permitted variances as set forth in this ~~Interim~~Final Order and the DIP Documents), including, without limitation, to make payments on account of the Adequate Protection Payments provided for in this ~~Interim~~Final Order, from the date of this ~~Interim~~Final Order through and including the date of termination of the DIP Credit Agreement. Except on the terms and conditions of this ~~Interim~~Final Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

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19. ~~18.~~ Expenses and Indemnification.

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(a) The Debtors are hereby authorized and directed to pay, in accordance with this ~~Interim~~Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, fronting fees, seasoning fees, ratings agency fees, and escrow agent's fees (including all fees and other amounts owed to the DIP Agent), the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in paragraphs 3(e)(3) and ~~89~~(c) of this ~~Interim~~Final Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this ~~Interim~~Final Order or the DIP Documents. Notwithstanding the foregoing and anything herein to the contrary, the Debtors are authorized and directed to pay on the Closing Date (as defined in the DIP Documents) all reasonable and documented fees, costs, and expenses, including the fees and expenses of advisors to the DIP Lenders, the DIP Agent, the Prepetition Priority/1L Administrative Agents, and the DIP/First Lien Group, incurred on or prior to such date or the Petition Date without the need for any professional engaged by the DIP Lenders, the DIP Agent, the Prepetition Priority/1L Administrative Agents, or the DIP/First Lien Group to first deliver a copy of its invoice as provided for herein, and without the need for any separate approval from the Court or notice to any party.

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

Case No. 23-14853 (JKS)

Caption of Order: ~~Interim~~Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) ~~Scheduling A Final Hearing, and (VII)~~ Granting Related Relief

(b) The Debtors shall be jointly and severally obligated to pay (i) all fees and expenses described above, which obligations shall constitute the DIP Obligations and (ii) the Adequate Protection Payments. The Debtors are authorized to and shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(e)(3) and 8(c) of this ~~Interim~~Final Order (collectively, the “Lender Professionals” and, each, a “Lender Professional”) no later than ten (10) business days (the “Review Period”) after the receipt by counsel for the Debtors, ~~any~~counsel for the Committee, or the U.S. Trustee of each of the invoices therefor (the “Invoiced Fees”) and without the necessity of filing formal fee applications, complying with the U.S. Trustee Guidelines or being subject to allowance or review by the Court, including such amounts arising before the Petition Date. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and, in the case of legal counsel, such invoice summary shall provide the specific individuals providing the services, the total number of hours billed for each individual, the hourly fee for each individual, and a summary description of services provided by each individual, and the expenses incurred by the applicable party and/or professionals, which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any

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

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other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, any~~the~~ Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the “Disputed Invoiced Fees”) if, within the Review Period, a Debtor, any~~the~~ Committee ~~that may be appointed in these Cases~~, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than any portion of the Invoiced Fees that constitute Disputed Invoiced Fees.

(c) In addition, the Debtors will indemnify each of the DIP Lenders, the DIP Agent, and each of their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an “Indemnified Person”) and hold them harmless from and against all reasonable and documented out-of-pocket costs, fees, and expenses (limited in the case of legal fees to the reasonable and documented legal fees and expenses of one outside counsel for the DIP Agent and one counsel for the other Indemnified Persons, taken as a whole, and if necessary, one local counsel to the Indemnified Persons, taken as a whole, in any relevant jurisdiction (and,

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in the case of an actual or perceived conflict of interest, one additional counsel to the affected Indemnified Persons, taken as a whole; provided that in the case of an actual or perceived conflict of interest where such Indemnified Person affected by such conflict informs the Debtors of such conflict and thereafter retains its own counsel with the Debtors' prior written consent (not to be unreasonably withheld), of another firm of counsel for such affected Indemnified Person, such fees and expenses shall also be included hereunder)), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility as and to the extent provided in the DIP Credit Agreement. No Indemnified Person (or their related persons) shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, actual fraud, or willful misconduct or breach of their obligations under the DIP Facility. In no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

20. ~~19.~~ ~~No Third Party~~Third-Party Rights. Except as explicitly provided for herein, this ~~Interim~~Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

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21. ~~20.~~ Section 507(b) Reservation. Subject only to the Carve Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition ~~Priority/1L~~First Lien Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Priority/1L Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Priority/1L Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

22. ~~21.~~ Insurance. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the DIP Agent as loss payee or additional insured, as applicable, thereunder.

23. ~~22.~~ No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this ~~Interim~~Final Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

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24. ~~23.~~ Perfection of the DIP Liens and Adequate Protection Liens.

(a) The DIP Agent and the Prepetition Priority/1L Administrative Agents are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder or under the DIP Documents. Whether or not the DIP Agent or the Prepetition Priority/1L Administrative Agents shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of this ~~Interim~~Final Order. If the DIP Agent or the Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders) determines to file or execute any financing statements, agreements, notice of liens, or similar instruments, the Debtors shall use commercially reasonable efforts to cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders), and the automatic stay shall be modified solely to allow such filings as provided for in this ~~Interim~~Final Order.

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(b) A certified copy of this ~~Interim~~Final Order may, at the direction of the applicable required lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Priority/1L Administrative Agents in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this ~~Interim~~Final Order for filing and recording; *provided, however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this ~~Interim~~Final Order.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Prepetition First Lien Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this ~~Interim~~Final Order, subject to applicable law.

25. ~~24. Release.~~ Subject to the rights and limitations set forth in paragraphs 11 and 12 of this ~~Interim Order, effective upon entry of the~~ Final Order, each of the Debtors and the

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Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge, ~~effective upon entry of this Interim Order,~~ each of the DIP Secured Parties and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such (collectively, the "Related Parties"), and, ~~effective upon entry of the Final Order,~~ each of the Prepetition Priority/1L Secured Parties and each of their respective Related Parties, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and 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 of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Documents, the Prepetition Obligations, the Prepetition Liens or the Prepetition Priority/1L Loan Documents, as applicable, including, without limitation: (i) any so-called "lender liability" or equitable subordination

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claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition Priority/1L Secured Parties; *provided* that nothing in this paragraph ~~24~~25 shall in any way limit or release the obligations of any DIP Secured Party under the DIP Documents.

26. ~~25.~~ Credit Bidding. The DIP Agent (at the direction of the Required DIP Lenders) and the Prepetition Priority/1L Administrative Agents (at the direction of the applicable required lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii).

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27. ~~26.~~ Preservation of Rights Granted Under this ~~Interim~~Final Order.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Commitments are terminated, the Prepetition Priority/1L Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Priority/1L Loan Documents or this ~~Interim~~Final Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraph 23 herein.

(b) In the event this ~~Interim~~Final Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Priority/1L Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this ~~Interim~~Final Order shall be governed in all respects by the original provisions of this ~~Interim~~Final Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Priority/1L Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) Unless and until all DIP Obligations, Prepetition Obligations, and Adequate Protection Payments are indefeasibly paid in full, in cash, and all Commitments are

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terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Priority Administrative Agent and the Prepetition First Lien Administrative Agent (at the direction of the applicable required lenders), (x) any modification, stay, vacatur, or amendment of this ~~Interim~~Final Order or (y) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, or the Prepetition Obligations (except as it relates to the Receivables Program Superpriority Claim), or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Prepetition First Lien Adequate Protection Liens or the Prepetition Liens, as applicable (except for the Receivables Program Liens); (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this ~~Interim~~Final Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an

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order converting or dismissing any of the Cases; (vi) an order appointing a chapter 11 trustee in any of the Cases; or (vii) an order appointing an examiner with enlarged powers in any of the Cases.

(d) Notwithstanding any order dismissing any of the Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, ~~the~~Prepetition First Lien Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this ~~Interim~~Final Order shall continue in full force and effect and shall maintain their priorities as provided in this ~~Interim~~Final Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Prepetition First Lien Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this ~~Interim~~Final Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this ~~Interim~~Final Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Prepetition First Lien Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition Priority/1L Secured Parties granted by the

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provisions of this ~~Interim~~Final Order and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this ~~Interim~~Final Order and the DIP Documents shall continue in these Cases, in any Successor Cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Prepetition First Lien Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Priority/1L Secured Parties granted by the provisions of this ~~Interim~~Final Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Required DIP Lenders and the DIP Agent (acting at the direction of the Required DIP Lenders)).

(f) Other than as set forth in this ~~Interim~~Final Order and any order authorizing the Debtors to continue the Receivables Program, subject to the Carve Out, neither the DIP Liens

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nor the Prepetition First Lien Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Prepetition First Lien Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

28. ~~27.~~ Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral. Notwithstanding anything to the contrary set forth in this ~~Interim~~Final Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties (each in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties

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Case No. 23-14853 (JKS)

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(each in their capacities as such) under the DIP Documents, the Prepetition Priority/1L Loan Documents, or this ~~Interim~~Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any ~~C~~Ecommittee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties related to the DIP Obligations or the Prepetition Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Obligations, or the DIP Agent's, the DIP Lenders', and the Prepetition Priority/1L Secured Parties' liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition Priority/1L Secured Parties, or the DIP Agent's, the DIP Lenders', the Prepetition Priority/1L Secured Parties' respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition Priority/1L Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover

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on the DIP Obligations or the Prepetition Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Priority/1L Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Agent and the DIP Lenders related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Agent or the DIP Lenders related to the DIP Obligations or the DIP Liens, or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Priority/1L Secured Parties related to the Prepetition Obligations or the Prepetition Liens, *provided* that no more than \$~~10~~250,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the aggregate, may be used by any~~the~~ Committee ~~appointed in these Cases~~, if any, solely to investigate or prosecute, within the Challenge Period (as defined below), the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Priority/1L Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of

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each of the Prepetition Priority/1L Secured Parties related to the Prepetition Obligations.

Nothing in this paragraph ~~27~~28 shall prohibit the Debtors from responding, objecting to, or complying with discovery requests of ~~any~~the Committee, in whatever form, made in connection with such investigation or the payment from the DIP Collateral (including Cash Collateral) of professional fees related thereto or from contesting or challenging whether a Termination Declaration has in fact occurred.

29. ~~28.~~ Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

30. ~~29.~~ Intercreditor Provisions. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition Priority/1L Loan Documents shall remain in full force and effect; *provided* that nothing in this ~~Interim~~Final Order shall be deemed to provide liens to any Prepetition First Lien Secured Party on any assets of the Debtors except as set forth herein.

31. ~~30.~~ Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this ~~Interim~~Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the

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Prepetition Priority/1L Secured Parties, ~~any~~the Committee ~~appointed in these Cases~~, and the Debtors and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Priority/1L Secured Parties; *provided* that, except to the extent expressly set forth in this ~~Interim~~Final Order, the Prepetition Priority/1L Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Credit Agreement, a promissory note or otherwise) to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this ~~Interim~~Final Order or the DIP Documents, the DIP Secured Parties and the Prepetition Priority/1L Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

32. ~~31.~~ Limitation of Liability. ~~Subject to entry of a Final Order, in~~In determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this ~~Interim~~Final Order or the DIP

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Documents, the DIP Secured Parties and the Prepetition Priority/1L Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this ~~Interim~~Final Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, or any Prepetition Priority/1L Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

33. ~~32.~~ No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity,

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priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this ~~Interim~~Final Order, or applicable law. The provisions set forth in this paragraph ~~3233~~ are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

34. ~~33.~~ No Requirement to File Claim for Prepetition Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the Prepetition Priority/1L Administrative Agents nor any Prepetition Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Priority/1L Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Priority/1L Administrative Agents' or any Prepetition Lender's rights, remedies, powers, or privileges under any of the Prepetition Priority/1L Loan Documents, this ~~Interim~~Final Order, or applicable law. The provisions set forth in this paragraph ~~3334~~ are intended solely for the purpose of

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administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

35. ~~34.~~ Section 506(c) Claims. ~~Subject to entry of a Final Order, no~~No costs or expenses of administration which have been or may be incurred in the Cases at any time shall be charged against the DIP Agents, DIP Lenders, or, ~~subject to entry of the Final Order,~~ the Prepetition Priority/1L Secured Parties, or any of their respective claims, the DIP Collateral, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agents, DIP Lenders, or Prepetition Priority/1L Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by any such agents or lenders.

36. ~~35.~~ No Marshaling. ~~Subject to entry of a~~Except as provided for in this Final Order, the DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this ~~Interim~~Final Order, the DIP Documents and the Prepetition Priority/1L Loan Documents, notwithstanding any other agreement or provision to the contrary, ~~and subject to entry of the.~~ Except as provided for in this Final Order, the Prepetition ~~Priority/1L~~First Lien Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Prepetition Collateral.

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37. ~~36.~~ Application of Proceeds of DIP Collateral. ~~Subject to entry of a Final Order,~~ ~~the~~The DIP Obligations, at the option of the Required DIP Lenders, to be exercised in their sole and absolute discretion, shall be repaid (a) first, from the DIP Collateral comprising Previously Unencumbered Property and (b) second, from all other DIP Collateral.

38. ~~37.~~ Equities of the Case. The Prepetition Priority/1L Secured Parties shall each be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code, and, ~~subject to and upon entry of the Final Order,~~ the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Priority/1L Secured Parties with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral).

~~38. 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) the Debtors; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Christopher Marcus, P.C., Derek I. Hunter; (c) proposed co-counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Warren A. Usatine, Felice R. Yudkin; (d) counsel to the DIP Lenders and the DIP/First Lien Group, Gibson, Dunn & Crutcher LLP, 200 Park Ave., New York, NY 10166, Attn: Scott J. Greenberg, Esq. and Steven A.~~

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~~Domanowski, Esq.; (e) counsel to the DIP Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Jeffrey R. Gleit, Esq.; (f) Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, NY 10017, Attn: Angela M. Libby and David Kratzer; (g) local bankruptcy counsel to the Prepetition First Lien Administrative Agent, Greenberg Traurig, LLP, 500 Campus Drive, Suite 400, Florham Park, New Jersey 07932, Attn: Alan J. Brody, Esq.; (h) the U.S. Trustee, Region 3 One Newark Center, Suite 2100, Newark, New Jersey 07102; (i) counsel to PNC Bank, Mayer Brown LLP 1221 6th Ave, New York, New York 10020 Attn: Brian Trust, Dabin Chung, and (j) counsel to any statutory committee appointed in these Cases. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.~~

39. Texas Taxing Authorities. Notwithstanding any other provisions in this Final Order, any statutory liens on account of ad valorem taxes (the “Tax Liens”) held by Galveston County and Tarrant County (the “Texas Taxing Authorities”) that constitute a Senior Lien shall neither be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, enforceability, perfection and extent of the Tax Liens are fully preserved.

40. Leased Premise. Notwithstanding anything to the contrary in this Final Order, the DIP Liens and Prepetition First Lien Adequate Protection Liens (i) shall not include a direct lien

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or encumbrance of the Debtors' leasehold interest granted by that certain Lease dated July 24, 2009, between 1919 Park Avenue Associates, L.L.C. and Savvis Communications Corporation (now known as Cyxtera Communications, LLC) but (ii) shall include a lien on any proceeds, sale or other disposition of such leasehold interest.

41. Stub Rent Reserve. Subject to the terms and conditions of the DIP Documents and this Final Order, as soon as reasonably practicable after the entry of this Final Order, the Debtors shall fund into a segregated deposit account (the "Stub Rent Reserve") any amounts outstanding on account of unpaid rent due under property leases to which they are party for the period from June 4, 2023, through June 30, 2023 (the "Stub Rent"); provided that the DIP Liens and Prepetition First Lien Adequate Protection Liens shall attach to the amounts contained in the Stub Rent Reserve until payment in full of the DIP Claims and Adequate Protection Claims.

42. Wind-Down Budget. In the event of a sale of all or substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, the Debtors, the Committee, and the Required DIP Lenders shall negotiate in good faith to establish a wind-down budget to fund costs associated with pursuing confirmation of a chapter 11 plan, the wind down of any remaining assets of the Debtors' estates, and otherwise administering the Debtors' estates.

43. 39. Effect of this ~~Interim~~Final Order. This ~~Interim~~Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

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44. ~~40.~~ Retention of Jurisdiction. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this ~~Interim~~Final Order.

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