KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Edward O. Sassower, P.C. (admitted *pro hac vice*)
Christopher Marcus, P.C. (admitted *pro hac vice*)
Derek I. Hunter (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
edward.sassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

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DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF HILCO REAL ESTATE, LLC AS REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING THE TERMS OF HILCO'S EMPLOYMENT, (III) WAIVING CERTAIN TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF

TO THE HONORABLE JOHN K. SHERWOOD

UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this application (the "Application"):[2]

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing the Debtors to employ and retain Hilco Real Estate, LLC ("Hilco") so that it may perform services as real estate consultant and advisor in accordance with that certain real estate consulting and advisory services agreement executed on May 9, 2023 by and between Debtor Cyxtera Technologies, Inc. and Hilco (the "Engagement Agreement"), a copy of which is attached hereto as Exhibit 1 to **Exhibit A**, effective as of the Petition Date (as defined below); (b) approving the terms of Hilco's employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Agreement; (c) waiving certain timekeeping requirements set forth in the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*

[2] Capitalized terms used but not defined in this Application have the meaning ascribed to them in the First Day Declaration (as defined herein).

(the "U.S. Trustee Guidelines"), Bankruptcy Rules, and the Local Rules (each as defined below); and (d) granting related relief.

2. In support of this Application, the Debtors submit and incorporate by reference the *Declaration of Sarah K. Baker in Support of Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Baker Declaration"), which is attached hereto as **Exhibit B**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

5. The bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules").

Background

6. On June 4, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their

businesses, and the facts and circumstances supporting the Debtors' chapter 11 cases and this Application are set forth in greater detail in the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* (the "First Day Declaration") [Docket No. 20], which is incorporated herein by reference.

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

Hilco's Qualifications

8. Hilco is a diversified real estate consulting and advisory firm that evaluates, restructures, and facilitates the acquisition and disposition of various types of real estate assets both nationally and internationally. The Debtors seek to retain Hilco in particular because of Hilco's familiarity with the Debtors' lease portfolio, qualifications, and substantial experience in real estate restructuring matters. Hilco has extensive experience solving complex real estate problems and evaluating, negotiating, and restructuring real estate lease terms. Hilco has an excellent reputation as a leader in the real estate field and has an experienced team of real estate brokers, attorneys, and analysts.

9. Moreover, Hilco has served as real estate broker and real estate consultant, in a similar capacity as contemplated here, in many complex bankruptcy cases, such as: *Nielsen & Bainbridge, LLC*, Case No. 23-90071 (DRJ) (Bankr. S.D. Tex. Mar. 30, 2023); *Youfit Health*

Clubs, LLC, Case No. 20-12841 (MFW) (Bankr. D. Del. Dec. 3, 2020*); RTI Holding Co., LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Nov. 4, 2020); *Town Sports Int'l*, LLC, Case No. 20-12168 (CSS) (Bankr. D. Del. Oct. 29, 2020); *California Pizza Kitchen, Inc.*, Case No. 20-33752 (MI) (Bankr. S.D. Tex. Oct. 13, 2020); *In re CEC Ent., Inc.,* Case No. 20-33163 (MI) (Bankr. S.D. Tex. Aug. 14, 2020) [Docket No. 582].

10. Hilco's real estate services team also has skills in improving the cash flows of its clients' businesses through the repositioning and restructuring of real estate commitments. Hilco's real estate services team executes real estate strategies quickly and efficiently by advising its clients on a range of options and working with landlords, investors, buyers, sellers, and lenders. Hilco works across industry sectors and products, serving distressed and healthy companies in the United States and globally, providing services which include: analysis; valuation and strategic real estate planning services; real estate acquisition and disposition services; real estate financing and sale-lease back services; and real estate lease-related services, including negotiation, modification, and termination of leases.

11. For the foregoing reasons, the Debtors believe that Hilco is well qualified to advise the Debtors in an efficient and timely manner, and that the engagement of Hilco is critical to their efforts in the chapter 11 cases and is in the best interests of the Debtors' estates.

Services to Be Provided

12. Hilco has and, subject to the Court's approval, the Debtors anticipate that Hilco will continue to perform the following consulting and real estate advisory services (collectively, the "Services"), among others, with respect to the Debtors' non-residential real property leasehold

interests (collectively, the "Leases") as necessary, appropriate, feasible, and as may be requested by the Debtors, pursuant to the terms of the Engagement Agreement:[3]

a. meet with the Debtors to ascertain the Debtors' goals, objectives, and financial parameters;

b. review the Debtors' portfolio of Leases;

c. mutually agree with the Debtors with respect to a strategic plan for restructuring, assigning, subleasing, or terminating the Leases (the "Strategy");

d. negotiate, on the Debtors' behalf, the terms of restructuring, assignment, sublease, termination. term shortening, and sale agreements with third parties and the landlords under the Leases, in accordance with the Strategy;

e. provide the Debtors with weekly Lease status reports and period written reports regarding the status of any negotiations;

f. provide general real estate consulting and advisory services with respect to the Leases and the implementation of the Strategy; and

g. assist the Debtors in closing the pertinent Lease restructuring, sale, and/or assignment, term shortening, and termination agreements.

13. The Services are necessary to enable the Debtors to maximize the value of their estates and are in the best interests of the Debtors, their estates, and their creditors. Therefore, the Debtors have requested that Hilco perform the Services set forth in the Engagement Agreement, subject to the Court's approval of this Application. Hilco has stated its desire, willingness, and ability to act as the Debtors' real estate consultant and advisor in these chapter 11 cases.

Professional Compensation

14. Subject to the Court approval, and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, the Debtors will compensate Hilco in accordance with the

[3] The summary provided herein is for illustrative purposes only and is subject to the Engagement Agreement in all respects. In the event of any inconsistency between the Services as set forth herein and the Engagement Agreement, the Engagement Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the Engagement Agreement.

terms and provisions of the Engagement Agreement, which provides a compensation structure (the "Fee Structure") in relevant part as follows:

(i) **Monthly Consulting Fee**. Monthly payments in the amount of $50,000 each, which payments shall be due and payable upon the first day of each calendar month during the term, except with respect to the first payment of the Monthly Consulting Fee, which shall be due and payable upon the execution of the Engagement Agreement. Each installment of the Monthly Consulting Fee shall be earned in full when due and is non-refundable. In no event shall Hilco have any obligation to refund any portion of the Monthly Consulting Fee. The Monthly Consulting Fee is only applicable for the first eight (8) months of the Engagement Agreement.

(ii) **Restructured Lease Savings Fee**. for any Restructured Lease,[4] an amount equal to the aggregate Restructured Lease Savings[5] multiplied by four-and-one-half percent (4.5%); *provided*, however, that for purposes of calculating Restructured Lease Savings only those Restructured Lease Savings to be achieved during the six (6) year period from and after the effective date of the Restructured Lease shall be included in such calculation.

(iii) **Term Shortened Lease Fee**. For any Term Shortened Lease,[6] an amount equal to one (1) month of gross rent plus any other measurement of leasehold expense calculable by Hilco and the Debtors under a lease; *provided*, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Debtors shall negotiate in good faith a commercially reasonable amount of such leasehold expenses. To the extent a Lease is both a Restructured Lease and a Term Shortened Lease, any lease savings attributable to the shortening of a Restructured Lease term shall be excluded from the calculation of the applicable Restructured

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[4] A "Restructured Lease" means any Lease for which the Debtors, or any assignee or designee thereof (including, if applicable, any purchaser in a Bankruptcy Sale Process), enters into a written agreement with the applicable landlord that has the effect of modifying the terms of such Lease.

[5] "Restructured Lease Savings" means an amount equal to the net savings created by a Restructured Lease, including (without limitation) the sum of (x) the aggregate reduction of base rent, percentage rent, CAM, real estate taxes, insurance, deferred maintenance or maintenance obligations (including clean up) payable under a lease (exclusive of term shortening), and any other measurement of leasehold expense calculable by Hilco and the Debtors under a lease; *provided*, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Debtors shall negotiate in good faith a commercially reasonable amount of such leasehold expenses, and (y) the aggregate amount of any tenant improvement allowance dollars secured, minus any restructuring, termination or similar fees paid by the Debtors to the counterparty to the leased property, or any other party, in connection with the Restructured Lease. Where term is extended and the rent during such extended period is not specifically fixed or calculable within a leased property, Restructured Lease Savings shall be based on the last year's rent immediately prior to the extended period under a leased property.

[6] A "Term Shortened Lease" means any Lease for which the Debtors, or any assignee or designee thereof (including, if applicable, any purchaser in a Bankruptcy Sale Process), enter into a written agreement with the applicable landlord that has (i) the effect of (a) terminating the Lease, or (b) providing the Debtors with an early termination right, regardless of whether the Debtors ever exercise such right, or otherwise has the effect of shortening the term of such Lease.

Lease Savings Fee, and Hilco shall only be entitled to receive the applicable Term Shortened Lease Fee on account of such Restructured Lease term shortening. For the avoidance of doubt, Hilco shall not be entitled to a Term Shortened Lease Fee where such Lease is a Term Shortened Lease based on Section 6(a)(v)(ii) in the event the Debtors do not exercise the early termination right.

(iv) **Designated Sale and/or Assignment Lease Fee**. With respect to each Designated Sale and/or Assignment Lease,[7] Hilco shall be entitled to a lump sum upon the closing of the Designated Sale and/or Assignment Lease transaction, which may include a transaction subject to entry of an order by the Bankruptcy Court approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Debtors' or a portion of the Debtors' assets to such acquiror, whether through a bankruptcy sale process or otherwise, as follows:

a. In the event Hilco advises the Debtors with respect to a sale or assignment of a Designated Sale and/or Assignment Lease where the Debtors have received a letter of intent or similar document ("Letter of Intent"), and the terms of such Letter of Intent were negotiated by the Debtors, Hilco shall be entitled to payment of a fee in the amount of $10,000 for assisting the Debtors with the closing of each such Designated Sale and/or Assignment Lease transaction.

b. In the event Hilco advises the Debtors with respect to a transaction to sell or assign a Designated Sale and/or Assignment Lease, where (i) the Debtors have received a Letter of Intent containing terms of a proposed sale or assignment transaction, (ii) the Debtors substantially negotiated all material terms of the Letter of Intent, and (iii) Hilco thereafter negotiates improved terms with the party submitting the Letter of Intent, Hilco shall be entitled to payment of a fee in the amount of one-half of one (1) month of gross rent plus any other applicable Leasehold Expenses[8] for advising the Debtors, negotiating the improved transaction terms, and assisting with the closing of each such Designated Sale and/or Assignment Lease transaction.

c. In the event Hilco advises the Debtors with respect to a transaction to sell or assign a Designated Sale and/or Assignment Lease, where (i) the Debtors have not received a formal Letter of Intent containing terms of a proposed sale or assignment transaction, (ii) Hilco thereafter negotiates the terms of

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[7] "Designated Sale and/or Assignment Lease" means a Lease for which the Debtors enter into a written agreement that has the effect of selling or assigning the Lease to an applicable landlord or another third party.

[8] "Leasehold Expense" means the aggregate base rent, percentage rent, CAM, real estate taxes, insurance, deferred maintenance or maintenance obligations (including clean up) payable under a lease (exclusive of term shortening), and any other measurement of leasehold expense calculable by Hilco and the Debtors under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Debtors shall negotiate in good faith a commercially reasonable amount of such leasehold expenses, and (y) the aggregate amount of any tenant improvement allowance dollars secured.

a sale or assignment transaction with any purchaser or assignee of the Designated Sale and/or Assignment Lease, and (iii) the Designated Sale and/or Assignment Lease transaction closes, Hilco shall be entitled to payment of a fee in the amount of one (1) month of gross rent plus any other applicable Leasehold Expenses for advising the Debtors, negotiating the transaction terms, and assisting with the closing of each such Designated Sale and/or Assignment Lease transaction.

(v) **Restructuring**. For each Lease that becomes a Restructured Lease, Hilco shall earn a fee equal to the Restructured Lease Savings Fee. The amounts payable on account of a Restructured Lease shall be paid in a lump sum upon closing of the transaction having the effect of restructuring the Lease, which may include a transaction subject to entry of an order by the Bankruptcy Court approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Debtors' or a portion of the Debtors' assets to such acquiror (whether through a credit bid, plan of reorganization, 363 sale or otherwise), directly or through designation rights (collectively, a "Bankruptcy Sale Process").

(vi) **Reconciliation**. The Monthly Consulting Fee paid or payable shall be applied against any compensation otherwise due under this Agreement.

15. In addition to any fees payable by the Debtors to Hilco, Hilco also intends to seek reimbursement for its documented and reasonable out-of-pocket expenses (including, but not limited to, advertising, marketing, and travel expenses) incurred in connection with its retention and performance of the Services; *provided*, *however*, that expenses exceeding $5,000 on an individual basis and $50,000 on an aggregate basis must be pre-approved in writing by the Debtors. Any reimbursable expenses shall be paid to Hilco within thirty (30) days after the date of the invoice.

16. Hilco may provide additional services requested by the Debtors that are not otherwise specifically provided for in the Engagement Agreement, as mutually agreed upon by the Debtors and Hilco in writing, without the need for the Court's approval (the "Additional Services").

Waiver of Compliance with Time-Detail Requirements

17. Consistent with its ordinary practice and the practice of real estate advisors in other chapter 11 cases whose fee arrangements are not hours-based, Hilco does not typically maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. In exchange for its Services, Hilco will receive compensation as set forth in the Engagement Agreement. The detailed filing requirements of Bankruptcy Rule 2016 and the U.S. Trustee Guidelines would require the expenditure of unnecessary time and fees in compiling time records and preparing fee applications and could hinder Hilco from providing Services as efficiently as possible.

18. Given the foregoing and that Hilco's compensation is based on savings to be achieved from the modification and termination of the leases, the Debtors request that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any other guideline regarding the submission and approval of fee applications, Hilco's professionals be excused from (a) submitting monthly and interim fee applications as set forth in Bankruptcy Rule 2016 and (b) maintaining time records in connection with the Services to be rendered pursuant to the Engagement Agreement. Notwithstanding the foregoing Hilco will file a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid upon the earlier of the completion of its Services or the termination or expiration of the Engagement Agreement.

19. The compensation arrangements contained in the Engagement Agreement are highly beneficial to the Debtors' estates as they provide certainty and proper inducement for Hilco to act expeditiously and prudently with respect to the matters for which it will be employed. Accordingly, because the Debtors are seeking to retain Hilco under section 328(a) of the Bankruptcy Code, the Debtors believe that Hilco's compensation should not be subject to any

additional standard of review under section 330 of the Bankruptcy Code and does not constitute a "bonus" or fee enhancement under applicable law; *provided, however*, that notwithstanding the foregoing, the U.S. Trustee may review the reasonableness of Hilco's fees requested in the final application under section 330 of the Bankruptcy Code.

20. The Debtors submit that the compensation structure described above and set forth in the Engagement Agreement is comparable to compensation generally charged by real estate consultants and advisors of similar stature to Hilco for comparable engagements, both in and out of bankruptcy. The compensation structure is also consistent with Hilco's normal and customary billing practices for cases of comparable size and complexity that require the level and scope of services to be provided in this case.

Indemnification

21. As part of the overall compensation payable to Hilco under the terms of the Engagement Agreement, the Debtors have agreed to indemnify Hilco (the "Indemnified Person") and hold it harmless against and all losses, claims damages, liabilities, and expenses incurred by Hilco, including without limitation, reasonable legal expenses arising from, related to, or in any way connected with (i) the Debtors' material breach of or failure to comply with any of its agreements, covenants, representations, or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions), or willful misconduct of the Debtors, its officers, directors, employees, agents, or representatives. In turn, Hilco will indemnify the Debtors and hold them harmless against any and all losses, claims, damages, liabilities, and expenses incurred by the Debtors, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) Hilco's material breach of or failure to comply with any of its agreements, covenants, representations, or warranties contained in the Engagement Agreement

and (ii) fraud, negligence (including omissions), or willful misconduct of Hilco, its officers, directors, employees, agents, or representatives.

22. The indemnification provision contained in the Engagement Agreement (the "Indemnification Provision") was fully negotiated between the Debtors and Hilco at arm's length and in good faith as part of the overall compensation payable to Hilco under the Engagement Agreement, and is subject, in its entirety, to the terms of the Order. Further, the Indemnification Provision is customary and reasonable for similar real estate advisor engagements in chapter 11 cases and reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. *See, e.g., In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 1, 2023) [Docket No. 616]; *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023) [Docket No. 367]; *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D.N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388].

No Duplication of Services

23. The Debtors intend that Hilco's Services will not duplicate the services to be performed by any other professional retained by the Debtors in these chapter 11 cases. Hilco will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The Debtors believe that the Services to be provided by Hilco will complement, and will not be duplicative of, any services of the Debtors' other professionals.

Hilco's Disinterestedness

24. Hilco has informed the Debtors that, except as set forth in the Baker Declaration, Hilco: (a) does not hold or represent any interest adverse to the Debtors' estates; and (b) believes that it is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. If any new material facts or relationships are discovered or arise, Hilco will inform the Court as required by Bankruptcy Rule 2014(a).

25. Specifically, except as disclosed in the Baker Declaration, Hilco has indicated that based on the results of its research conducted to date, and to the best of its knowledge, neither Hilco, nor any employee thereof, has any connection with the Debtors, any creditors of the Debtors' estates, or any other parties in interest (as reasonably known by Hilco) or their respective attorneys and accountants, or other advisors, or the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee.

26. During the ninety (90) days before the Petition Date, Hilco was paid in the ordinary course certain fees and expenses due under the Engagement Agreement. Specifically, on June 1, 2023, Hilco received from the Debtors payment of $50,000 representing the first Monthly Consulting Fee due under the Engagement Agreement. As of the Petition Date, Hilco was not owed any amounts by the Debtors and does not hold a claim against the Debtors' estates. Hilco has indicated that if it discovers any information that is contrary or pertinent to the statements made in the Baker Declaration, it will promptly disclose such information to this Bankruptcy Court, the Debtors, and the U.S. Trustee.

27. Hilco has engaged Newmark & Company Real Estate, Inc. ("Newmark") to provide certain services and consultation to Hilco in support of Hilco's performance of the Services under the Engagement Agreement. In connection therewith, and as approved by the Debtors, Hilco has

agreed to pay Newmark a fee in an amount equal to thirty-five percent (35%) of the fees paid to Hilco under the Engagement Agreement. In support of this Application and Newmark's disinterestedness in these chapter 11 cases, Newmark has also prepared the *Declaration of Michael Morris in Support of Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Morris Declaration"), which is attached hereto as **Exhibit C**.

Basis for Relief

I. The Debtors Should be Permitted to Retain and Employ Hilco on the Terms of the Engagement Agreement Pursuant to Sections 327 and 328 of the Bankruptcy Code.

28. The Debtors seek approval of the retention and employment of Hilco pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession to employ professionals that "do not hold or represent an interest adverse to the estate, and that are disinterested persons." 11 U.S.C. § 327(a). As discussed above, Hilco satisfies the disinterestedness standard of section 327(a).

29. In addition, the Debtors seek approval of the Engagement Agreement, including the Fee Structure set forth therein, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a).

30. Numerous courts have recognized that Congress intended section 328(a) to enable a debtor to retain professionals pursuant to specific fee arrangements to be determined at the time

of the court's approval of the retention, subject to review if the terms are found to be improvident in light of "developments not capable of being anticipated at the time of the fixing of such terms and conditions." *See Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co. (In re Nat'l Gypsum Co.)*, 123 F.3d 861, 862–63 (5th Cir. 1997); *Henry A. Leonard & Co. v. United States Trustee (In re River Foal, Inc.)*, 161 B.R. 568, 569 (Bankr. S.D.N.Y. 1993). Courts have approved similar relief in other chapter 11 cases in this district and others. *See, e.g.*, *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 1, 2023) [Docket No. 616]; *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023) [Docket No. 367]; *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell's Sporting Goods, Inc.*, No. 2014179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388].

31. The Debtors submit that the Fee Structure set forth in the Engagement Agreement is reasonable under section 328(a) of the Bankruptcy Code in light of: (a) the nature and scope of services to be provided by Hilco; (b) industry practice with respect to the fee structure proposed by Hilco; (c) market rates charged for comparable services both in and out of chapter 11; and (d) Hilco's substantial experience with respect to real estate issues.

32. Additionally, the terms of the Engagement Agreement were negotiated in good faith and at arm's length between the Debtors and Hilco and reflect the Debtors' evaluation of the value and expertise of the work to be performed by Hilco.

II. The Indemnification Provision Is Appropriate.

33. As discussed above, the Debtors and Hilco believe that the Indemnification Provision is customary and reasonable for real estate consultant engagements, both out of court and in chapter 11 cases, and reflect the qualifications and limitations on

indemnification provisions in this district, and others. *See, e.g.*, *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 1, 2023) [Docket No. 616]; *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023) [Docket No. 367]; *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388].

34. In light of the foregoing, and given the numerous issues that Hilco might address in performing the Services under the Engagement Agreement, Hilco's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Hilco's services for engagement of this nature, the Debtors believe that the terms and conditions of the Engagement Agreement—including the Indemnification Provision—are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

III. Waiver of Certain Timekeeping Requirements Is Appropriate.

35. Because Hilco's compensation is results-oriented, requiring Hilco to maintain and file detailed time records and periodic fee applications in accordance with sections 330 and 331 of the Bankruptcy Code, and in compliance with Bankruptcy Rule 2016 and the Fee Guidelines, is unnecessary under the circumstances.

36. As set forth herein, Hilco seeks retention under sections 327(a) and 328(a) of the Bankruptcy Code and will be employed by the Debtors to perform a highly-specialized and discrete task and, accordingly, will not be compensated based upon time and effort expended. Instead, Hilco will receive compensation based on (a) a percentage of the Restructured Lease Savings and (b) fixed fees for Term Shortened Leases and Designated Sale and/or Assignment, all of which earned compensation will be applied against any applicable Monthly Consulting Fees.

The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from Hilco's Services likely could not be measured merely by reference to the number of hours to be expended by the Hilco professionals in the performance of such Services. Accordingly, the Debtors request that Hilco be relieved of the requirement to maintain detailed time records or file interim fee applications.

37. As set forth in the Baker Declaration, it is standard practice for professionals providing services relating to lease modifications and lease and property sales to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. Hilco does not otherwise maintain detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis. As such, the Debtors seek relief from having Hilco maintain time records or file interim fee applications pursuant to Bankruptcy Rule 2016; *provided* that Hilco will file a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid. In addition, Hilco will submit invoices to the Debtors, counsel for Debtors, the U.S. Trustee, and counsel the Committee for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in accordance with the terms of the Engagement Agreement when such compensation becomes due and owing and such expenses are incurred. Such parties shall have fourteen (14) days to review and dispute any such invoice submitted by Hilco, and if no such disputes are received, without any further order of the Court, the Debtors shall be authorized to pay such Hilco invoices. If an objection is received, the Debtors shall withhold the payment of the portion of the fee that is objected to and promptly pay the remainder. All objections that are not resolved shall be preserved and presented to the court for determination. Such procedures have been approved between debtors and Hilco by courts in the

past. See, e.g., *Nielsen & Bainbridge, LLC*, Case No. 23-90071 (DRJ) (Bankr. S.D. Tex. Mar. 30, 2023); *Youfit Health Clubs, LLC*, Case No. 20-12841 (MFW) (Bankr. D. Del. Dec. 3, 2020*); RTI Holding Co., LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Nov. 4, 2020); *Town Sports Int'l*, LLC, Case No. 20-12168 (CSS) (Bankr. D. Del. Oct. 29, 2020); *California Pizza Kitchen, Inc.*, Case No. 20-33752 (MI) (Bankr. S.D. Tex. Oct. 13, 2020); *In re CEC Ent., Inc.,* Case No. 20-33163 (MI) (Bankr. S.D. Tex. Aug. 14, 2020) [Docket No. 582].

38. The proposed arrangement will provide the Court and other parties in interest with sufficient information to monitor the amount and types of services rendered to the Debtors by Hilco Real Estate and is necessary, and in the best interests of the Debtors, their creditors and their estate. As set forth herein, Hilco will receive compensation based on (a) a percentage of the Restructured Lease Savings and (b) fixed fees for Term Shortened Leases and Designated Sale and/or Assignment, all of which earned compensation will be applied against any applicable Monthly Consulting Fees. The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from Hilco's Services likely could not be measured merely by reference to the number of hours to be expended by the Hilco professionals in the performance of such Services. Accordingly, the Debtors request that Hilco be relieved of the requirement to maintain detailed time records or file interim fee applications.

39. In the event that Hilco provides any Additional Services, on a time and materials basis, the Debtors propose that Hilco be required to submit interim and final fee applications with regards to such services on an hourly basis only, and that the time detail provided with such fee applications be provided in a summary fashion. Specifically, Hilco will submit time detail setting forth the hours spent on each activity and a description of the services provided but will not break out their time into tenth-of-an-hour increments.

40. The Debtors believe that the invoices submitted in the manner set forth herein will provide the Bankruptcy Court and other parties in interest with sufficient information to monitor the amount and type of service rendered by Hilco and is necessary and in the best interests of the Debtors, their creditors, and their estates.

IV. The Retention of Hilco Is Critical to the Debtors' Chapter 11 Efforts.

41. The Debtors submit that the retention of Hilco is in the best interests of all parties in interest in these chapter 11 cases. As set forth above, Hilco has extensive experience in matters involving complex financial restructurings and an excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States. Hilco is a preeminent real estate consultancy firm that is intimately familiar with the Debtors' businesses. Denial of the relief requested herein will deprive the Debtors of the assistance of Hilco's uniquely qualified professionals who have served them in the weeks leading up to the Petition Date and have continued to assist them following the Petition Date. Indeed, if the Debtors were forced to engage a new real estate consultant who lacks a thorough understanding of the Debtors' businesses and leases, such change would mandate the commitment of significant resources to educate a replacement, causing significant delay and increased cost. Based on Services performed to date, Hilco was integral in preparing the Debtors for these chapter 11 cases.

42. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules to support entry of an order authorizing the Debtors to retain and employ Hilco in these chapter 11 cases on the terms described herein and in the Engagement Agreement.

No Prior Request

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

Notice

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

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors respectfully request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: July 3, 2023

/s/ Michael D. Sirota

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Email: msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Edward O. Sassower, P.C. (admitted *pro hac vice*)
Christopher Marcus, P.C. (admitted *pro hac vic*)
Derek I. Hunter (admitted *pro hac vic*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: edward.sassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

Proposed Co-Counsel for Debtors and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

KIRKLAND & ELLIS LLP
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Edward O. Sassower, P.C. (admitted *pro hac vice*)
Christopher Marcus, P.C. (admitted *pro hac vice*)
Derek I. Hunter (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
edward.sassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession

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

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

ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF HILCO REAL ESTATE, LLC AS REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING THE TERMS OF HILCO'S EMPLOYMENT, (III) WAIVING CERTAIN TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through nine (9), is **ORDERED**.

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to, under sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, employ and retain Hilco Real Estate, LLC ("Hilco"), as real estate consultant and advisor to the Debtors in accordance with that certain real estate consulting and advisory services agreement executed on May 9, 2023 by and between Debtor Cyxtera Technologies, Inc. and Hilco (the "Engagement Agreement"), a copy of which is attached hereto as **Exhibit 1**, effective as of the Petition Date; (b) approving the terms of Hilco's employment and retention, including the fee and expense structure and the indemnification provisions set forth in the Engagement Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the U.S. Trustee Guidelines; and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Baker Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having

found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT**:

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

2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to employ and retain Hilco as their real estate consultant and advisor in accordance with the terms and conditions set forth in the Application and the Engagement Agreement, effective as of the Petition Date.

3. Except to the extent set forth herein, the Engagement Agreement, together with all annexes and exhibits thereto and all compensation set forth therein, including, without limitation, the Fee Structure and Indemnification Provision are approved pursuant to section 328(a) of the Bankruptcy Code, and Hilco shall be compensated, reimbursed, and indemnified pursuant to

section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the Engagement Agreement, as modified by the Order.

4. The terms and provisions of the Engagement Agreement are approved, and the Debtors are authorized to compensate Hilco in accordance with the Engagement Agreement. Hilco shall not be required to file interim fee applications; *provided* that Hilco shall (i) file a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid, and (ii) submit invoices to the Debtors, counsel for Debtors, the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"), and counsel to the Committee for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in accordance with the terms of the Engagement Agreement when such compensation becomes due and owing and such expenses are incurred. Such parties shall have fourteen (14) days to review and dispute any such invoice submitted by Hilco, and if no such disputes are received, without any further order of the Court, the Debtors shall be authorized to pay such Hilco invoices in accordance with the terms of the Engagement Agreement.

5. If an objection is received, the Debtors shall withhold payment of the portion of the fees that is objected to and promptly pay the remainder, and all objections that are not resolved shall be preserved and presented to the Court for determination.

6. The fees payable to Hilco pursuant to the Engagement Agreement shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and

shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code; *provided*, *however*, that notwithstanding the foregoing, the U.S. Trustee may review the reasonableness of Hilco's fees requested in the final fee application under section 330 of the Bankruptcy Code.

7. The payment of all fees and reimbursement of all expenses pursuant to the Engagement Agreement shall be free and clear of all liens, claims, and encumbrances.

8. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, the information requirements set forth in the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines") are hereby waived, and Hilco shall not be required to maintain records of detailed time entries in connection with the Consulting and Advisory Services as that term is defined in the Engagement Agreement; *provided* that in the event that Hilco provides any Additional Services to the Debtors, and in connection with such Additional Services Hilco is to be compensated on a time and materials basis, Hilco shall be required to file interim and final fee applications on an hourly basis only and the time detail provided for such fees may be provided in a summary fashion. Specifically, Hilco will submit time records setting forth the hours spent on each activity and a description of the Additional Services provided but will not break out its time into tenth-of-an-hour increments.

9. In the event that, during the pendency of these chapter 11 cases, Hilco requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Hilco's fee applications, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Hilco shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law and the decisions of this Court; *provided*, *however*, that Hilco shall not seek reimbursement of any attorney fees incurred defending any objection filed with respect to Hilco's final fee application in these cases.

10. Hilco shall disclose any and all facts that may have a bearing on whether Hilco, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest in these cases. The obligation to disclose identified in this paragraph shall be a continuing obligation.

11. With respect to controversies or claims arising out of or in any way related to the Services in the Hilco Agreement notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the Engagement Agreement, any disputes arising under the Engagement Agreement shall be heard in this Court during the pendency of these chapter 11 cases.

12. The Indemnification Provision set forth in the Engagement Agreement is approved, subject during the pendency of these cases to the following:

a. Hilco shall not be entitled to indemnification, exculpation, contribution, or reimbursement set forth in the Indemnification Provision, unless such indemnification, exculpation, contribution, or reimbursement is approved by the Court as consistent with the terms of the Engagement Agreement;

b. Notwithstanding any provision of the Application and the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify or exculpate Hilco for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Hilco's gross negligence, willful misconduct, bad faith, or self-dealing to which the Debtors have not consented, (ii) for a contractual dispute in which it is judicially determined (the determination having become final) that such Indemnified Person has breached such Indemnified Person's obligations to maintain the confidentiality of nonpublic information, unless the Court determines that indemnification, exculpation, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad faith, fraud or unconsented self-dealing but determined by this Court, after notice and a hearing, to be a claim or expense for which Hilco should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

c. if, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing the chapter 11 cases, Hilco believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, exculpation, contribution, and/or reimbursement obligations under the Indemnification Provision (as modified by this Order), including, without limitation, the advancement of defense costs, Hilco must file an application therefor in this Court, and the Debtors may not pay any such amounts to Hilco before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for

indemnification, exculpation, contribution, and/or reimbursement by Hilco, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, Hilco. All parties in interest shall retain the right to object to any demand by Hilco for indemnification, exculpation, contribution, and/or reimbursement; and

d. any limitations on any amounts to be contributed by Hilco shall be eliminated from the Engagement Agreement. Hilco shall retain any rights they may have to contribution at common law.

13. None of the fees payable to Hilco under the Engagement Agreement shall constitute a "bonus" or fee enhancement under applicable law.

14. To the extent that there may be any inconsistency between the terms of the Application, the Baker Declaration, the Engagement Agreement, and this Order, the terms of this Order shall govern.

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

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

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

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

Exhibit 1

Engagement Agreement

REAL ESTATE CONSULTING AND ADVISORY SERVICES AGREEMENT

This Real Estate Consulting and Advisory Services Agreement ("Agreement") is entered into effective as of May 9, 2023 (the "Effective Date"), by and between Hilco Real Estate, LLC ("Hilco") and Cyxtera Technologies, Inc. (the "Company").

Recitals:

WHEREAS, the Company is the owner of the leasehold interests listed on Exhibit A attached hereto (each a "Lease" and collectively, the "Leases"); and

WHEREAS, the Company seeks to engage Hilco to provide certain consulting services in connection with the Leases as provided herein.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Hilco agree as follows:

1) Consulting and Advisory Services. Hilco shall provide the consulting and advisory services described below (collectively, the "Consulting and Advisory Services") to the Company with respect to the Leases:

a) Meet twice weekly, or modified cadence as agreement between the parties, with the Company to ascertain the Company's goals, objectives and financial parameters;

b) Review the Company's Lease portfolio;

c) Mutually agree with the Company with respect to a strategic plan for restructuring, selling and/or assigning, shortening term, or terminating the Leases (the "Strategy");

d) Provide the Company with weekly Lease status reports, which shall include updates on Hilco's Lease Restructuring Services; and

e) Provide general real estate consulting and advisory services with respect to the Leases and the implementation of the Strategy.

2) Lease Restructuring Services. Hilco shall provide the Lease restructuring services described below (the "Lease Restructuring Services" and together with the Consulting and Advisory Services, the "Services")) to the Company with respect to the Leases:

a) On the Company's behalf, negotiate the terms of restructuring, term shortening, termination, and sale and/or assignment agreements with the landlords under the Leases, in accordance with the Strategy;

b) Provide written reports periodically to the Company regarding the status of such negotiations; and

c) Assist the Company in closing the pertinent Lease restructuring, sale and/or assignment, term shortening, and termination agreements.

The Company may add additional leases to Exhibit A with the consent of Hilco (which consent may be provided in email) in which case such additional leases shall be considered "Leases" for purposes of this Agreement and the Company and Hilco shall mutually agree on a Strategy covering the additional leases.

3) Term and Termination.

a) Term. The term of this Agreement shall commence upon the execution hereof and shall expire on the earlier of (i) the date that is twelve (12) months from the Effective Date or (ii) the effective date of any Chapter 11 plan of reorganization or closing of a sale of all or substantially all the Company's assets under section 363 of the Bankruptcy Code (as defined herein).

b) Termination for Cause. Either party shall have the right to terminate this Agreement for cause upon written notice to the other party. Termination for cause shall mean any termination as a result of a party's fraud, misrepresentation, gross negligence, willful misconduct or material breach by a party of any of the terms of this Agreement.

c) Effect of Termination. Upon termination of this Agreement by the Company, Hilco shall: (i) immediately discontinue all Services; and (ii) deliver to the Company all information, reports, papers, and other materials prepared or obtained by Hilco in performing the Services, whether completed or in process. Upon termination, the Company shall be liable for payment of accrued and unpaid fees and Expenses of Hilco as of the effective date of the termination, in accordance with Sections 6 and 7 below, as well as fees in accordance with Section 8 pursuant to the terms set forth in Section 8.

4) Strategy. Notwithstanding anything to the contrary in this Agreement, Company may modify the Strategy at any time and will promptly communicate such changes to Hilco.

5) Authority. Hilco shall serve as the Company's exclusive agent for the purpose of providing the Services. For the avoidance of doubt, Hilco shall be the Company's exclusive provider of the Services in connection with all of the Company's leased real property locations. All communications and inquiries regarding restructuring, selling and/or assigning, shortening term, or terminating the Leases, including those directed to the Company (including (without limitation) its officers, agents, and employees), shall be redirected to Hilco, unless otherwise agreed to by Hilco and the Company. Hilco shall promptly advise the Company of all offers made with respect to the Leases. Hilco is authorized only to negotiate the terms of agreements with respect to restructuring, selling and/or assigning, term shortening, or terminating the Leases in accordance with the Strategy at the direction and on the behalf of the Company, but not to commit the Company to any such agreement or arrangement or to sign any instrument on behalf of the Company. Company has the right, in its sole discretion, to accept or reject any offers with respect to the Leases, and, in the event of such rejection, the Company shall not be liable to Hilco for any fee or compensation, except as provided in Sections 6, 7, and 8 below.

6) Compensation. As compensation for Hilco's Services, the Company will pay to Hilco compensation in accordance with the following; provided, that for any Restructured Lease that is rejected during a pending case filed under chapter 11 of the United States Bankruptcy Code (or similar code in the local jurisdiction), fees shall be due or payable with respect to such Restructured Lease solely to the extent that the Company realizes the benefit of any Restructured Lease Savings prior to rejection, in which case Hilco's compensation shall be calculated solely based on the Restructured Lease Savings realized by the Company prior to rejection; provided, however, if such Lease is subsequently reinstated (whether by a new lease or otherwise following such rejection) Hilco shall be entitled to the Restructured Lease Savings Fee as if such rejection never occurred minus compensation previously paid or payable in connection with any Restructured Lease Savings as described above.

a) Certain Definitions.

i) "Monthly Consulting Fee" means, with respect to the Consulting and Advisory Services provided by Hilco hereunder, monthly payments in the amount of $50,000 each, which payments shall be due and payable upon the first day of each calendar month during the Term, except with respect to the first payment of the Monthly Consulting Fee, which shall be due and payable upon the execution of this Agreement. Each installment of the Monthly Consulting Fee shall be earned in full when due and is non-refundable. In no event shall Hilco have any obligation to refund any portion of the Monthly Consulting Fee. The Monthly Consulting Fee is only applicable for the first eight (8) months of this Agreement.

ii) "Restructured Lease" means any Lease for which the Company, or any assignee or designee thereof (including, if applicable, any purchaser in a Bankruptcy Sale Process), enters into a written agreement with the applicable landlord that has the effect of modifying the terms of such Lease.

iii) "Restructured Lease Savings Fee" means, for any Restructured Lease, an amount equal to the aggregate Restructured Lease Savings multiplied by four and one half percent (4.5%); provided, however that for purposes of calculating Restructured Lease Savings only those Restructured Lease Savings to be achieved during the six (6) year period from and after the effective date of the Restructured Lease shall be included in such calculation.

iv) "Restructured Lease Savings" means an amount equal to the net savings created by a Restructured Lease, including (without limitation) the sum of (x) the aggregate reduction of base rent, percentage rent, CAM, real estate taxes, insurance, deferred maintenance or maintenance obligations (including clean up) payable under a lease (exclusive of term shortening), and any other measurement of leasehold expense calculable by Hilco and the Company under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Company shall negotiate in good faith a commercially reasonable amount of such leasehold expenses, and (y) the aggregate amount of any tenant improvement allowance dollars secured, minus any restructuring, termination or similar fees paid by the Company to the counterparty to the leased property, or any other party, in

connection with the Restructured Lease. Where term is extended and the rent during such extended period is not specifically fixed or calculable within a leased property, Restructured Lease Savings shall be based on the last year's rent immediately prior to the extended period under a leased property.

v) "Term Shortened Lease" means any Lease for which the Company, or any assignee or designee thereof (including, if applicable, any purchaser in a Bankruptcy Sale Process), enters into a written agreement with the applicable landlord that has (i) the effect of (i) terminating the Lease, or (ii) providing the Company with an early termination right, regardless of whether the Company ever exercises such right, or otherwise has the effect of shortening the term of such Lease.

vi) "Term Shortened Lease Fee" means for any Term Shortened Lease, an amount equal to one (1) month of gross rent *plus* any other measurement of leasehold expense calculable by Hilco and the Company under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Company shall negotiate in good faith a commercially reasonable amount of such leasehold expenses. To the extent a Lease is both a Restructured Lease and a Term Shortened Lease, any lease savings attributable to the shortening of a Restructured Lease term shall be excluded from the calculation of the applicable Restructured Lease Savings Fee, and Hilco shall only be entitled to receive the applicable Term Shortened Lease Fee on account of such Restructured Lease term shortening. For the avoidance of doubt, Hilco shall not be entitled to a Term Shortened Lease Fee where such Lease is a Term Shortened Lease based on Section 6(a)(v)(ii) in the event Company does not exercise the early termination right.

vii) "Designated Sale and/or Assignment Lease" means a Lease for which the Company enters into a written agreement that has the effect of selling or assigning the Lease to an applicable landlord or another third party. Upon the execution of this Agreement, the Company shall identify for Hilco the "Designated Sale and/or Assignment Leases" (the "Designated Sale and/or Assignment Leases List") (email shall be sufficient for this purpose). The Company may not subsequently add additional Leases to the Designated Sale and/or Assignment Leases List. With respect to each Designated Sale and/or Assignment Lease, Hilco shall be entitled to payment from Company of a "Designated Sale and/or Assignment Lease Fee" as follows:

(1) In the event Hilco advises the Company with respect to a sale or assignment of a Designated Sale and/or Assignment Lease where the Company has received a letter of intent or similar document ("Letter of Intent"), and the terms of such Letter of Intent were negotiated by Company, Hilco shall be entitled to payment of a fee in the amount of $10,000 for assisting the Company with the closing of each such Designated Sale and/or Assignment Lease transaction. Hilco shall be entitled to payment of the applicable $10,000 fee in connection with each closing of a Designated Sale and/or Assignment Lease transaction under this Section 6(a)(vii)(1).

(2) In the event Hilco advises the Company with respect to a transaction to sell or assign a Designated Sale and/or Assignment Lease, where (i) Company has received a Letter of Intent containing terms of a proposed sale or assignment transaction, (ii) Company substantially negotiated all material terms of the Letter of Intent, and (iii) Hilco thereafter negotiates improved terms with the party submitting the Letter of Intent, Hilco shall be entitled to payment of a fee in the amount of one-half of one (1) month of gross rent *plus* any other applicable Leasehold Expenses for advising the Company, negotiating the improved transaction terms, and assisting with the closing of each such Designated Sale and/or Assignment Lease transaction. Hilco shall be entitled to payment of the applicable fee in connection with each closing of a Designated Sale and/or Assignment Lease transaction under this Section 6(a)(vii)(2).

(3) In the event Hilco advises the Company with respect to a transaction to sell or assign a Designated Sale and/or Assignment Lease, where (i) Company has not received a formal Letter of Intent containing terms of a proposed sale or assignment transaction, (ii) Hilco thereafter negotiates the terms of a sale or assignment transaction with any purchaser or assignee of the Designated Sale and/or Assignment Lease, and (iii) the Designated Sale and/or Assignment Lease transaction closes, Hilco shall be entitled to payment of a fee in the amount of one (1) month of gross rent *plus* any other applicable Leasehold Expenses for advising the Company, negotiating the transaction terms, and assisting with the closing of each such Designated Sale and/or Assignment Lease transaction. Hilco shall be entitled to payment of the applicable fee in connection with each closing of a Designated Sale and/or Assignment Lease transaction under this Section 6(a)(vii)(3).

viii) "Leasehold Expense" means the aggregate base rent, percentage rent, CAM, real estate taxes, insurance, deferred maintenance or maintenance obligations (including clean up) payable under a lease (exclusive of term shortening), and any other measurement of leasehold expense calculable by Hilco and the Company under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Company shall negotiate in good faith a commercially reasonable amount of such leasehold expenses, and (y) the aggregate amount of any tenant improvement allowance dollars secured.

b) Restructuring. For each Lease that becomes a Restructured Lease, Hilco shall earn a fee equal to the Restructured Lease Savings Fee. The amounts payable on account of a Restructured Lease shall be paid in a lump sum upon closing of the transaction having the effect of restructuring the Lease, which may include a transaction subject to entry of an order by the Bankruptcy Court (as defined herein) approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Company's or a portion of the Company's assets to such acquiror (whether through a credit bid, plan of reorganization, 363 sale or otherwise), directly or through designation rights (collectively, a "Bankruptcy Sale Process").

c) Shortened Lease. For each Lease that becomes a Term Shortened Lease, Hilco shall earn a fee equal to the Term Shortened Lease Fee. The amounts payable on account of a Term Shortened Lease shall be paid in a lump sum upon closing of the transaction that provides the Company with an early termination right or has the effect of terminating or otherwise shortening the term of such Lease, which may include a transaction subject to entry of an order by the Bankruptcy Court (as defined herein) approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Company's or a portion of the Company's assets to such acquiror, whether through a Bankruptcy Sale Process or otherwise.

d) Designated Sales and/or Assignments. For each Lease that becomes a Designated Sale and/or Assignment Lease, Hilco shall earn a fee equal to the applicable Designated Sale and/or Assignment Lease Fee. The amounts payable on account of a Designated Sale and/or Assignment Lease shall be paid in a lump sum upon the closing of the Designated Sale and/or Assignment Lease transaction, which may include a transaction subject to entry of an order by the Bankruptcy Court (as defined herein) approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Company's or a portion of the Company's assets to such acquiror, whether through a Bankruptcy Sale Process or otherwise.

e) Free and Clear. All fees payable to Hilco hereunder shall be free and clear of any liens, claims and encumbrances, including the liens of any secured parties.

f) Reconciliation. The Monthly Consulting Fee paid or payable shall be applied against any compensation otherwise due under this Agreement.

7) Expenses. All Expenses (defined below) shall be borne by the Company, and Hilco shall be entitled to reimbursement from the Company for all Expenses. Billing shall be monthly and invoices are due not later than thirty (30) days after the date of invoice. "Expenses" means all reasonable, documented (through receipts or invoices) out-of-pocket expenses incurred by Hilco in connection with its performance of its Services hereunder, including, without limitation: reasonable expenses of advertising, marketing, coach travel and transportation, including, the cost of out-of-town travel and postage and courier/overnight express fees and other mutually agreed upon expenses incurred in connection with performing the services required by this Agreement. Notwithstanding anything to the contrary, Expenses described herein shall not exceed, per individual Expense, Five Thousand US Dollars ($5,000) or in aggregate, Fifty Thousand US Dollars ($50,000) without prior written approval from Company.

8) Survival. Within fifteen (15) calendar days after termination of this Agreement, Hilco shall provide the Company with a list of all third parties, including landlords (each, a "Prospect") that Hilco has engaged in negotiations with respect to the Leases covered hereunder. If within ninety (90) days after the expiration of the Term of this Agreement, or any extension thereof agreed to in writing by the Company and Hilco, the Company, or any assignee or designee thereof (including any purchaser in a Bankruptcy Sale Process), and any Prospect should enter into a written agreement covered by this Agreement, incorporating deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Hilco in connection with the Leases, Hilco shall be entitled to a fee calculated in accordance with the terms of this Agreement.

9) Hilco and Company Covenants. In consideration of this Agreement, Hilco agrees to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement. Hilco shall conduct all negotiations on behalf of the Company in a professional and businesslike manner and in accordance with the Company's and its officers', representatives,' and counsel's reasonable instructions. The Company agrees to cooperate reasonably with Hilco and to make available to Hilco such information as Hilco reasonably requests, including true and correct copies of the Leases, all information relating to occupancy-related expenses for the Leases and related correspondence.

10) Confidentiality. Hilco acknowledges that information furnished or made available by the Company, its employees or representatives to Hilco and its employees or representatives relating to the Leases and the business or affairs of the Company is confidential and is the property of the Company. During and after the term of this Agreement, Hilco will not disclose any such information to any person or use any such information for any purpose other than the performance of its obligations hereunder, in each case, without the prior written consent of the Company.

11) Assignment; Successors and Assigns. Neither party may assign its rights or delegate any of its obligations hereunder without the prior written consent of the other party; provided, however, if the Company is the subject of a bankruptcy process, the Company shall use its commercially reasonable best efforts to assign its rights and obligations hereunder to an assignee or purchaser of the Leases(s) pursuant to section 363 and/or 365 of the Bankruptcy Code (as defined herein) or otherwise. For the avoidance of doubt, if a purchaser of the Company's or a portion of the Company's assets (whether through a Bankruptcy Sale Process or otherwise) acquires the Leases (or any portion thereof), directly or through designation rights, and enters into an agreement (in connection with such purchase) for a Lease that incorporates deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Hilco in connection with such Lease, then Hilco shall be entitled to the Restructured Lease Savings Fee, Term Shortened Lease Fee, and/or Designated Sale and/or Assignment Lease Fee with respect to such Leases, and such fee shall be paid by the Company, or, in the event such assignee or purchaser assumes this Agreement and the Company's obligations hereunder, by the assignee or purchaser. Subject to that limitation, this Agreement shall be binding upon and shall inure to the benefit of each party and its successors and assigns.

12) Indemnification.

a) The Company shall indemnify Hilco and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by Hilco, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) the Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions) or willful misconduct of the Company, its officers, directors, employees, agents or representatives.

b) Hilco shall indemnify the Company and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by the Company, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) Hilco's

material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions) or willful misconduct of Hilco, its officers, directors, employees, agents or representatives.

13) General Provisions.

a) The Company and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

b) In the event the Company commences a case under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), with a bankruptcy court (the "Bankruptcy Court"), the Company shall promptly file a motion under section 327 and 328 of the Bankruptcy Code, in form and substance reasonably acceptable to Hilco, authorizing the Company's entry into this Agreement, which the Company agrees to use its reasonable efforts to obtain (the "Retention Order"). The Company will use its reasonable efforts to ensure that such order shall specifically provide that: (i) Hilco is being retained pursuant to sections 327 and 328 of the Bankruptcy Code by the Company; (ii) the payment of all fees and reimbursement of expenses hereunder to Hilco shall be free and clear of all liens, claims and encumbrances; (iii) all such payments of fees and reimbursement of expenses hereunder shall be the Company's responsibility and be made without further order of the Bankruptcy Court; (iv) notwithstanding the liens or claims of the Company's secured lenders, including any debtor in possession financing lender, any amounts paid to Hilco hereunder, will not be reduced or capped by the terms or conditions of any DIP Credit Agreement or related order; (v) all such fees and expenses due and owing to Hilco hereunder shall be included in any carve-out provided in any DIP Credit Agreement and Bankruptcy Court order approving such DIP Credit Agreement and; and (vi) Hilco is not required to maintain time records or file interim fee applications.

c) The Company recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour or maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein.

d) Any correspondence or required notice shall be addressed as follows:

If to Hilco:	Hilco Real Estate, LLC 5 Revere Drive, Suite 206 Northbrook, Illinois 60062 Tel. (847) 504-2462 Email: sbaker@hilcoglobal.com Attn: Sarah Baker
If to the Company:	Cyxtera Technologies, Inc. 2333 Ponce De Leon Blvd, Ste 900

Coral Gables, FL 33134
Tel. (855) 699-8372
Email: legal@cyxtera.com
Attn: Chief Legal Officer

e) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

f) Hilco shall be permitted to utilize independent contractors and subcontractors to assist Hilco with performing certain of its obligations hereunder.

g) By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

h) The construction, validity and interpretation of this Agreement will be governed by the internal law of the State of Delaware, without regard to any choice of law principle that might otherwise result in the application of the law of any other jurisdiction. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter arising out of or in connection with this Agreement.

i) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.

j) The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco has not guaranteed the Company any return or results with respect to the services to be provided.

k) This Agreement constitutes the entire agreement between the Company and Hilco and supersedes all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of the parties to this Agreement.

l) If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs actually incurred.

m) Hilco may use the Company's name on Hilco's representative client lists, in any advertisements, publications or as a reference.

* * *

IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this Agreement as of the date first above written.

CYXTERA TECHNOLOGIES, INC.

By: DocuSigned by: Carlos Sagasta 82C2ACD2F9DD408...

Title Chief Financial Officer

HILCO REAL ESTATE, LLC

By: DocuSigned by: F74D1B5C89EB44B...

Title: VP & DGC, Managing Member

EXHIBIT A

Leases

Data Center Code	Lease ID	Lease Name	Tenant Name	Landlord Name	Lease Commencement	Lease Expiration	Lease Classification	Address 1	City	State
PHX1-A,B,C,D	L-AZ-PHX01-01	615 North 48th Street, Phoenix Master Agreement	Cyxtera Communications, LLC	Iron Mountain Data Centers	4/15/2014	4/30/2024	Operating	615 North 48th Street	Phoenix	AZ
PHX2	L-AZ-PHX02-01	2055 East Technology Circle, Tempe - PBB Sub Sub-Lease	Cyxtera Communications, LLC	Medina DC 1 Assets, LLC	4/1/2019	3/31/2034	Finance	2055 E. Technology Circle	Tempe	AZ
YVR1	L-BC-YVR01-01	555 West Hastings Street, Vancouver - Lease	Cyxtera Communications Canada, Inc.	Polaris Realty (Canada) Limited	7/1/1999	5/31/2028	Operating	555 West Hastings Street, 14th and 24th Floor	Vancouver	BC
LAX2	L-CA-LAX01-02	3015 Winona Avenue, Burbank - PBB Lease	Cyxtera Communications, LLC	Digital Winona, LLC	1/1/2019	1/31/2035	Finance	3015 Winona Avenue	Burbank	CA
LAX1	L-CA-LAX02-02	200 North Nash Street, El Segundo - PBB Lease	Cyxtera Communications, LLC	Digital Nash, LLC	1/1/2019	2/28/2033	Finance	200 North Nash Street	El Segundo	CA
LAX3	L-CA-LAX03-01	17836 Gillette Avenue, Irvine - Lease Agreement	Cyxtera Communications, LLC	CPUS Irvine Crossing, LP	10/19/2000	6/30/2029	Operating	17836 Gillette Avenue	Irvine	CA
SFO1-A,C	L-CA-SFO01-02	2401 Walsh Avenue, Santa Clara - PBB Lease	Cyxtera Communications, LLC	Digital Walsh 1, LLC	1/1/2019	2/28/2033	Finance	2401 Walsh Avenue	Santa Clara	CA
SFO1-B	L-CA-SFO02-02	2403 Walsh Avenue, Santa Clara - PBB Lease	Cyxtera Communications, LLC	Digital Walsh 2, LLC	1/1/2019	2/28/2033	Finance	2403 Walsh Avenue	Santa Clara	CA
SFO2-A	L-CA-SFO03-01	4700 Old Ironsides Drive, Santa Clara - Lease	Cyxtera Communications, LLC	4700 Santa Clara Technology Partners, LLC	3/5/2004	4/30/2027	Finance	4700 Old Ironsides Drive	Santa Clara	CA
SFO2-B	L-CA-SFO04-01	4650 Old Ironsides Drive, Santa Clara - Lease	Cyxtera Communications, LLC	4650 Santa Clara Technology Partners, LLC	3/5/2004	4/30/2027	Finance	4650 Old Ironsides Drive	Santa Clara	CA
SFO3-A	L-CA-SFO05-01	1400 Kifer Road, Sunnyvale - Lease	Cyxtera Communications, LLC	Redwood DC Assets, LLC	10/1/1998	9/30/2026	Operating	1400 Kifer Road	Sunnyvale	CA
SFO3-B	L-CA-SFO06-01	1320 Kifer Road, Sunnyvale - Industrial Lease Agreement	Cyxtera Communications, LLC	PSB Northern California Industrial Portfolio, LLC	10/1/2014	9/30/2024	Operating	1320 Kifer Road	Sunnyvale	CA
SFO4-A	L-CA-SFO07-01	1500 Space Park Drive, Santa Clara - PBB Lease	Cyxtera Communications, LLC	Digital Space Park, LLC	9/1/2019	8/31/2034	Finance	1500 Space Park Drive	Santa Clara	CA
SFO4-B	L-CA-SFO08-01	1550 Space Park Drive, Santa Clara - Data Center Lease	Cyxtera Communications, LLC	1550 Space Park Partners, LLC	11/1/2021	10/31/2036	Finance	1550 Space Park Drive	Santa Clara	CA
SFO4-C	L-CA-SFO09-01	1111 Comstock Street, Santa Clara - Powered Shell Lease Agreement	Cyxtera Communications, LLC	1111 Comstock Property, LLC	12/1/2022	11/30/2037	Finance	1111 Comstock Street	Santa Clara	CA
SFO4-D	L-CA-SFO10-01	1231 Comstock Street, Santa Clara - Powered Shell Lease Agreement	Cyxtera Communications, LLC	1231 Comstock Property, LLC	4/1/2024	3/31/2039	Finance	1231 Comstock Street	Santa Clara	CA
DEN2-A	L-CO-DEN03-02	8534 Concord Center Drive, Englewood - PBB Lease	Cyxtera Communications, LLC	Medina DC 1 Assets, LLC	1/1/2019	8/31/2033	Finance	8534 Concord Center Drive	Englewood	CO
DEN-OFFICE	L-CO-DEN04-01	9150 Commerce Center Circle, Highlands Ranch - Multi-Tenant Office/Warehouse Lease	Cyxtera Communications, LLC	Highlands Ranch Commerce Center, LLC	5/30/2007	12/31/2027	Operating	9150 Commerce Center Circle, Suite 250	Highlands Ranch	CO
FRA1	L-DE-FRA01-01	FRA 7 Hanauer Landstrabe 298, Frankfurt - International Master Agreement	Cyxtera Germany GmbH	Interxion Deutschland GmbH	6/1/2012	5/31/2024	Operating	FRA 7 Hanauer Landstrabe 298	Frankfurt am Main	HE
FRA2	L-DE-FRA02-01	Wilhelm-Fay-Strasse 24, Frankfurt - TKGD Lease	Cyxtera Germany GmbH	Digital Greenfield B.V.	4/1/2019	6/30/2034	Finance	Wilhelm-Fay-Strasse 24	Frankfurt am Main	HE
	L-FL-MIA01-01	2333 Ponce De Leon Blvd., Coral Gables - Lease Agreement	Cyxtera Technologies, Inc.	Prim Bac Colonnade, LLC	4/16/2015	4/30/2032	Operating	2333 Ponce De Leon Boulevard, Suite 900	Coral Gables	FL
TPA1	L-FL-TPA01-01	9310 Florida Palm Drive, Tampa - Lease Agreement	Cyxtera Communications, LLC	EastGroup Properties, LP	2/1/2000	1/31/2025	Operating	9310 Florida Palm Drive	Tampa	FL
ATL1-A	L-GA-ATL01-02	375 Riverside Parkway (Ste 145 & 150), Lithia Springs - PBB Lease	Cyxtera Communications, LLC	Medina DC 1 Assets, LLC	1/1/2019	12/31/2035	Finance	375 Riverside Parkway	Lithia Springs	GA
ATL1-B,C	L-GA-ATL01-03	375 Riverside Parkway (Ste 125 & 135), Lithia Springs - PBB Lease	Cyxtera Communications, LLC	Medina DC 1 Assets, LLC	4/1/2019	3/31/2034	Finance	375 Riverside Parkway	Lithia Springs	GA
LHR1-A	L-GB-LHR01-01	630 Ajax Avenue, Slough - Lease	Cyxtera Technology UK Limited	Slough Trading Estate Limited	12/3/2007	12/2/2027	Operating	630 Ajax Avenue	Slough	GB
LHR2-A	L-GB-LHR02-01	7 Greenwich View Place, London - Lease	Cyxtera Technology UK Limited	Greenwich View Place Limited	2/10/2012	2/9/2027	Finance	7 Greenwich View Place	London	GB
	L-GB-LHR02-02	7 Greenwich View Place, London - Wayleave Licence (Roadway)	Cyxtera Technology UK Limited	Robert Ogden - Indescon Development	11/29/2012	11/28/2027	Operating	7 Greenwich View Place	London	GB
	L-GB-LHR02-03	7 Greenwich View Place, London - Wayleave Licence (Fiber to No.5)	Cyxtera Technology UK Limited	Sir Robert Ogden Estates Ltd.	11/29/2012	11/28/2027	Operating	7 Greenwich View Place	London	GB
LHR2-B	L-GB-LHR03-01	6 Greenwich View Place, London - Facilities Use Agreement	Cyxtera Technology UK Limited	Telstra Limited	7/1/2012	6/30/2024	Operating	6 Greenwich View Place	London	GB
LHR1-B	L-GB-LHR04-01	631 Ajax Avenue, Slough - Lease	Cyxtera Technology UK Limited	Slough Trading Estate Limited	10/8/2012	10/7/2032	Operating	631 Ajax Avenue	Slough	GB
LHR3-A	L-GB-LHR05-01	Block B Eskdale Road, Winnersh- Lease	Cyxtera Technology UK Limited	Winnersh Midco S.a r. l.	3/15/2017	3/14/2037	Finance	Block B Eskdale Road	Wokingham	GB
ORD1-A	L-IL-ORD01-01	350 East Cermak, Chicago - Lease Agreement	Cyxtera Communications, LLC	Digital Lakeside, LLC	1/27/2000	6/30/2025	Operating	350 East Cermak Road, 7th floor	Chicago	IL
ORD2-A,B	L-IL-ORD02-01	2425 Busse Road, Elk Grove Village - Building Lease	Cyxtera Communications, LLC	RREEF CPIF 2425 Busse Road, LLC	6/8/2000	6/30/2032	Operating	2425 Busse Road	Elk Grove Village	IL
ORD1-B,C,D	L-IL-ORD03-01	350 East Cermak, Chicago - TKD Lease	Cyxtera Communications, LLC	Digital Lakeside, LLC	3/31/2008	12/31/2033	Finance	350 East Cermak Road, 4th & 8th Floor	Chicago	IL
ORD3-A,B	L-IL-ORD04-01	1441 Touhy Ave, Elk Grove Village - Data Center Lease	Cyxtera Communications, LLC	SI CHI01 ABS, LLC	11/1/2019	1/31/2035	Finance	1441 Touhy Avenue	Elk Grove Village	IL
BOS1-C	L-MA-BOS01-01	600 Winter Street, Waltham - Lease Agreement	Cyxtera Communications, LLC	Digital Winter, LLC	2/15/1998	11/30/2020	Operating	600 Winter Street	Waltham	MA
BOS1-A	L-MA-BOS02-01	580 Winter Street, Waltham - Lease	Cyxtera Communications, LLC	TW Conroy 2 LLC	9/16/1999	12/31/2028	Operating	580 Winter Street	Waltham	MA
BOS1-B	L-MA-BOS03-02	115 Second Avenue, Waltham - PBB Lease	Cyxtera Communications, LLC	Medina DC 2 Assets, LLC	1/1/2019	8/31/2032	Finance	115 2nd Avenue	Waltham	MA
MSP1	L-MN-MSP01-01	4450 Dean Lakes Boulevard, Shakopee - Lease Agreement	Cyxtera Communications, LLC	Compass Datacenters MSP I, LLC	4/16/2014	4/30/2029	Operating	4450 Dean Lakes Boulevard	Shakopee	MN
EWR1	L-NJ-EWR01-01	210 Hudson Street, Jersey City - Agreement of Lease	Cyxtera Communications, LLC	SL Harborside Owner 2 & 3, LLC	12/30/1996	5/31/2025	Operating	210 Hudson Street, 1st, 7th & 8th Floor	Jersey City	NJ
EWR2-A,B	L-NJ-EWR02-03	300 Boulevard East, Weehawken - PBB Lease	Cyxtera Communications, LLC	Global Weehawken Acquisition Company, LLC	1/1/2019	8/31/2034	Finance	300 Boulevard East, 1st, 2nd and 3rd Floor	Weehawken	NJ
EWR2-C,D	L-NJ-EWR03-01	1919 Park Avenue, Weehawken - Lease	Cyxtera Communications, LLC	1919 Park Avenue Associates, LLC	2/1/2011	1/31/2031	Operating	1919 Park Avenue	Weehawken	NJ
EWR3-A,C	L-NJ-EWR04-03	3 Corporate Place, Piscataway - PBB Lease	Cyxtera Communications, LLC	Digital Piscataway, LLC	1/1/2019	2/28/2033	Finance	3 Corporate Place	Piscataway	NJ
EWR3-B	L-NJ-EWR05-01	365 S. Randolphville Road, Piscataway - PBB Lease	Cyxtera Communications, LLC	Digital Piscataway, LLC	1/1/2012	12/31/2027	Finance	365 S. Randolphville Road, Suite 170	Piscataway	NJ
AMS1	L-NL-AMS01-01	Linieweg 1, Halfweg - TKD Lease	Cyxtera Netherlands B.V.	CyrusOne AMS3, B.V.	3/1/2020	8/31/2035	Operating	Linieweg 1	Halfweg	NL
ABQ1	L-NM-ABQ01-01	400 Tijeras Avenue NW, Albuquerque - Sublease Agreement	Cyxtera Communications, LLC	CenturyLink Communications, LLC	5/1/2017	12/31/2029	Operating	400 Tijeras Avenue NW	Albuquerque	NM
CMH1	L-OH-CMH01-01	8180 Green Meadows Drive, Lewis Center - Lease	Cyxtera Communications, LLC	LD DI HOLDCO, LLC	10/6/1999	10/31/2024	Operating	8180 Green Meadows Drive	Lewis Center	OH
YYZ1	L-ON-YYZ01-02	6800 Millcreek Drive, Mississauga - PBB Lease	Cyxtera Communications Canada, Inc.	Garrison DC Property Management Ltd	1/1/2019	4/12/2033	Finance	6800 Millcreek Drive	Mississauga	ON
YYZ2	L-ON-YYZ02-01	4175 14th Avenue, Markham - Lease	Cyxtera Communications Canada, Inc.	Neamsby Investments Inc.	7/21/2014	7/31/2029	Operating	4175 14th Avenue	Markham	ON
	L-OR-HIO01-01	8135 NE Evergreen Parkway, Hillsboro- Lease Agreement	Cyxtera Communications, LLC	Stack Infrastructure USA, LLC	10/1/2015	4/6/2026	Operating	8135 NE Evergreen Parkway	Hillsboro	OR
YUL1	L-QC-YUL01-01	3000 Rene Levesque, Montreal - Office Lease	Cyxtera Communications Canada, Inc.	Tidan, Inc.	3/1/2004	2/28/2026	Operating	3000 Rene-Levesque, Suite 200	Montreal	QC
SIN2-A,B	L-SG-SIN01-01	29A International Business Park, Singapore - PBB Lease	Cyxtera Singapore Pte. Ltd.	Digital Singapore Jurong East Pte Ltd	1/1/2012	12/31/2026	Finance	29A - International Business Park Road	Jurong East	SG
SIN2-C	L-SG-SIN01-02	29A International Business Park, Singapore - TKFD Lease	Cyxtera Singapore Pte. Ltd.	Digital Singapore Jurong East Pte Ltd	1/7/2020	4/30/2035	Finance	29A - International Business Park Road	Jurong East	SG
SIN1	L-SG-SIN02-01	9 Tai Seng Drive, Singapore - Tenancy Agreement	Cyxtera Singapore Pte. Ltd.	Perpetual (Asia) Ltd	11/30/2007	11/29/2022	Operating	9 Tai Seng Drive	Singapore	SG
DFW1-A,D	L-TX-DFW01-02	14901 FAA Boulevard, Fort Worth - PBB Lease	Cyxtera Communications, LLC	FAA Technology Partners, LLC	4/25/2019	2/2/2039	Finance	14901 FAA Boulevard	Fort Worth	TX
	L-TX-DFW04-02	15601 Dallas Parkway, Addison - Office Lease Agreement	Cyxtera Management, Inc.	FSP Addison Circle Limited Partnership	4/1/2018	1/31/2030	Operating	15601 Dallas Parkway, Suite 600 & 700	Addison	TX
HND1	L-TY-HND01-01	1-2-1 Hitotsubashi Building, Tokyo - Agreement for Facilities Use Service and Maintenance	Cyxtera Japan, Ltd.	NTT Communications Corporation	2/1/2010	1/31/2025	Operating	NTT Hitotsubashi Building 7F, 1-2-1 Hitotsubashi	Chiyoda-ku	JP
IAD1-A,F	L-VA-IAD01-02	45901 Nokes Boulevard, Sterling - PBB Lease	Cyxtera Communications, LLC	Medina DC 2 Assets, LLC	1/1/2019	8/31/2033	Finance	45901 Nokes Boulevard	Sterling	VA
IAD1-B	L-VA-IAD02-02	45845 Nokes Boulevard, Sterling - PBB Lease	Cyxtera Communications, LLC	Medina DC 2 Assets, LLC	1/1/2019	8/31/2033	Finance	45845 Nokes Boulevard	Sterling	VA
IAD1-C,D,E	L-VA-IAD03-02	21110 Ridgetop Circle, Sterling - PBB Lease	Cyxtera Communications, LLC	Medina DC 2 Assets, LLC	1/1/2019	2/28/2035	Finance	21110 Ridgetop Circle	Sterling	VA
IAD2-A	L-VA-IAD04-01	22810 & 22860 International Drive, Sterling - Deed of Lease	Cyxtera Communications, LLC	ACPF Nova Data Center, LLC	8/20/1999	5/31/2025	Operating	22810 International Drive	Sterling	VA
IAD2-B	L-VA-IAD04-0x	22810 & 22860 International Drive, Sterling - Deed of Lease	Cyxtera Communications, LLC	ACPF Nova Data Center, LLC	8/20/1999	5/31/2025	Operating	22860 International Drive	Sterling	VA
MWH1	L-WA-MWH01-01	4949 Randolph Road (1st Floor), Moses Lake - Lease	Cyxtera Communications, LLC	RS Titan, LLC	5/1/2015	9/30/2030	Operating	4949 Randolph Road	Moses Lake	WA
MWH1	L-WA-MWH01-02	4949 Randolph Road (3rd Floor), Moses Lake - Lease	Cyxtera Communications, LLC	RS Titan, LLC	10/15/2015	9/30/2030	Operating	4949 Randolph Road	Moses Lake	WA
SEA1-A	L-WA-SEA01-01	12301 Tukwila International Blvd, Tukwila - Lease Agreement	Cyxtera Communications, LLC	International Gateway West LLC	5/1/1999	4/30/2034	Finance	12301 Tukwila International Boulevard	Tukwila	WA
SEA1-B	L-WA-SEA02-01	3355 South 120th Place, Tukwila - Data Center Lease Agreement	Cyxtera Communications, LLC	Sabey DataCenter LLC	8/1/2011	4/30/2034	Finance	3355 South 120th Place, 1st & 2nd Floor	Tukwila	WA
SEA2	L-WA-SEA03-01	6101 South 180th Street, Tukwila - Lease Agreement	Cyxtera Communications, LLC	DCCO Tukwila, LLC	12/18/1998	8/31/2034	Finance	6101 South 180th Street	Tukwila	WA

Exhibit B

Baker Declaration

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Edward O. Sassower, P.C. (admitted *pro hac vice*)
Christopher Marcus, P.C. (admitted *pro hac vice*)
Derek I. Hunter (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
edward.sassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

**DECLARATION
OF SARAH K. BAKER IN
SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF HILCO REAL
ESTATE, LLC AS REAL ESTATE CONSULTANT AND
ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF HILCO'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

I, Sarah K. Baker, declare under penalty of perjury and pursuant to 28 U.S.C. §1746 that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Vice President and Deputy General Counsel of Hilco Trading, LLC, the managing member of Hilco Real Estate, LLC ("Hilco"), a real estate consulting and advising firm. I submit this declaration on behalf of Hilco in support of the application (the "Application")[2] of the above-captioned debtors and debtors in possession (the "Debtors"), for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), authorizing the Debtors to retain and employ Hilco to provide real estate consulting and advising services to the Debtors pursuant to the terms and conditions set forth in that certain real estate consulting and advisory services agreement executed on May 9, 2023 by and between Debtor Cyxtera Technologies, Inc. and Hilco (the "Engagement Agreement"), effective as of the Petition Date.

2. Except as otherwise stated in this Declaration, I have personal knowledge of or have relied upon the knowledge of others employed by Hilco with respect to the matters set forth

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

herein.[3] If called to testify, I could and would testify competently to the facts set forth herein.

Hilco's Qualifications

3. I believe that Hilco and the professionals that it employs are uniquely qualified to advise the Debtors in the matters for which Hilco is proposed to be employed in a cost-effective, efficient, and expert manner. Hilco is a diversified real estate consulting and advisory firm that evaluates, restructures, and facilitates the acquisition and disposition of various types of real estate assets both nationally and internationally. The Debtors seek to retain Hilco in particular because of Hilco's familiarity with the Debtors' lease portfolio, qualifications, and substantial experience in real estate restructuring matters. Hilco has extensive experience solving complex real estate problems and evaluating, negotiating and restructuring real estate lease terms. Hilco has an excellent reputation as a leader in the real estate field and has an experienced team of real estate brokers, attorneys, and analysts.

4. Moreover, Hilco has served as real estate broker and real estate consultant, in a similar capacity as contemplated here, in many complex bankruptcy cases, such as: *Nielsen & Bainbridge, LLC*, Case No. 23-90071 (DRJ) (Bankr. S.D. Tex. Mar. 30, 2023); *Youfit Health Clubs, LLC*, Case No. 20-12841 (MFW) (Bankr. D. Del. Dec. 3, 2020*); RTI Holding Co., LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Nov. 4, 2020); *Town Sports Int'l*, LLC, Case No. 20-12168 (CSS) (Bankr. D. Del. Oct. 29, 2020); *California Pizza Kitchen, Inc.*, Case No. 20-33752 (MI) (Bankr. S.D. Tex. Oct. 13, 2020); *In re CEC Ent., Inc.,* Case No. 20-33163 (MI) (Bankr. S.D. Tex. Aug. 14, 2020) [Docket No. 582].

5. Hilco's real estate services team also has skills in improving the cash flows of its

[3] Certain information set forth herein relates to matters (i) contained in Hilco's books and records and (ii) within the knowledge of other Hilco employees, and is based on information provided by such employees.

clients' businesses through the repositioning and restructuring of real estate commitments. Hilco's real estate services team executes real estate strategies quickly and efficiently by advising its clients on a range of options and working with landlords, investors, buyers, sellers, and lenders. Hilco works across industry sectors and products, serving distressed and healthy companies in the United States and globally, providing services which include: analysis; valuation and strategic real estate planning services; real estate acquisition and disposition services; real estate financing and sale-lease back services; and real estate lease-related services, including negotiation, modification, and termination of leases.

Services to be Rendered and Professional Compensation

6. The scope of services to be performed by Hilco is accurately set forth in the Application and the Engagement Agreement.

7. Subject to the Court's approval, the Debtors will compensate Hilco in accordance with the terms and conditions set forth in the Application and Engagement Agreement.

8. I believe that the Fee Structure and the related Indemnification Provision are reasonable and market-based. The Fee Structure appropriately reflects the nature of the Services to be provided by Hilco and the fee structures typically utilized by leading real estate consulting firms of similar stature to Hilco for comparable engagements, both in and out of court. The Fee Structure is consistent with Hilco's normal and customary billing practices for cases of this size and complexity that require the level of scope and Services outlined herein.

9. Moreover, the Fee Structure has been agreed upon by Hilco and the Debtors on an arm's-length basis in anticipation that a substantial commitment of professional time and effort will be required of Hilco and its professionals and in light of the fact that (a) such commitment may foreclose other opportunities for Hilco and (b) the actual time and commitment required of

Hilco and its professionals to perform its Services hereunder may vary substantially from week-to-week and month-to-month.

10. I believe that cause exists to waive any information and time keeping reporting requirements with respect to Hilco. Due to the transactional nature of the Services that Hilco provides, it does not bill its clients on an hourly basis while performing such Services.

11. I do not believe that the Services that Hilco will render on behalf of the Debtors in these chapter 11 cases will be duplicative of the services performed by any other professional, and Hilco will work together with the other professionals retained by the Debtors to minimize and avoid duplication of services.

12. To the best of my knowledge, information, and belief, Hilco has not received any promises as to compensation in connection with these cases other than as outlined in the Engagement Agreement.

13. Hilco has engaged Newmark & Company Real Estate, Inc. ("Newmark") to provide certain services and consultation to Hilco in support of Hilco's performance of the Services under the Engagement Agreement. In connection therewith, and as approved by the Debtors, Hilco has agreed to pay Newmark a fee in an amount equal to thirty-five percent (35%) of the fees paid to Hilco under the Engagement Agreement. In support of the Application and Newmark's disinterestedness in these chapter 11 cases, Newmark has also prepared the *Declaration of Michael Morris in Support of Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Morris Declaration"), which is attached to the Application as Exhibit C.

Hilco's Disinterestedness

14. To check potential connections with the Debtors and other parties in interest in these chapter 11 cases, Hilco searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on **Schedule 1** hereto (the "Potential Parties in Interest"). To the extent that this inquiry has revealed any connections to certain Potential Parties in Interest, those connections are listed on and described in the attached **Schedule 2**.

15. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Hilco nor any employee of Hilco (i) is a creditor, equity security holder or an insider of the Debtors or (ii) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Hilco professionals expected to assist the Debtors in these chapter 11 cases are related or connected to any United States Bankruptcy Judge for the District of New Jersey, the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee.

16. As part of its diverse global activities, Hilco may be involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, Hilco may have in the past, and may in the future, advised and/or have been represented by several attorneys, law firms, and other professionals, some of whom may be involved in these chapter 11 cases. Finally, Hilco may have in the past, and will likely in the future, be working with or against other professionals involved in these chapter 11 cases in matters wholly unrelated to these chapter 11 cases. Based upon my current knowledge of the professionals involved in these chapter 11 cases, and to the best of my knowledge, none of

these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Hilco is to be employed, and none are in connection with these chapter 11 cases.

17. Other than as disclosed herein, Hilco has no relationship with the Debtors of which I am aware after due inquiry.

18. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these chapter 11 cases. Consequently, although every reasonable effort has been made to discover Hilco's connections with the Potential Parties in Interest, Hilco is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these chapter 11 cases. If Hilco discovers any information that is contrary or pertinent to the statements made herein, Hilco will promptly disclose such information to the Court.

19. During the ninety (90) days before the Petition Date, Hilco was paid in the ordinary course certain fees and expenses due under the Engagement Agreement. Specifically, on June 1, 2023, Hilco received payment of the first Monthly Consulting Fee due under the Engagement Agreement in the amount of $50,000.

20. For the reasons set forth in this Declaration, Hilco believes that it (a) is a disinterested person as defined in the Bankruptcy Code and (b) does not hold or represent any interest adverse to the Debtors' estates.

[*Remainder of page intentionally left blank*]

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

Dated: July 3, 2023

/s/ Sarah K. Baker
Sarah K. Baker
Vice President, Deputy General Counsel
Hilco Trading, LLC, Managing Member
Hilco Real Estate, LLC

Schedule 1

Potential Parties in Interest

List of Schedules

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

SCHEDULE 1(a)

Debtors

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

SCHEDULE 1(b)

Non-Debtor Affiliates

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

SCHEDULE 1(c)

Current and Former Officers & Directors

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

SCHEDULE 1(d)

Significant Equity Holders

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

SCHEDULE 1(e)

Banking Relationships

Bank of America
Citibank NA
Mizuho Bank

SCHEDULE 1(f)

Bankruptcy Professionals

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

SCHEDULE 1(g)

Contract Counterparties

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

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

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

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

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

SCHEDULE 1(h)

Insurance

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

SCHEDULE 1(i)

Landlords

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

SCHEDULE 1(j)

Lenders

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

SCHEDULE 1(k)

Letter of Credit Parties, Sureties & Brokers

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

SCHEDULE 1(l)

Ordinary Course Professionals

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

SCHEDULE 1(m)

Taxing Authorities

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

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

SCHEDULE 1(n)

Top 30 Unsecured Creditors

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

SCHEDULE 1(o)

U.S. Trustee Personnel and Bankruptcy Judges

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

SCHEDULE 1(p)

Utilities Providers

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

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

SCHEDULE 1(q)

Vendors

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

Schedule 2

Disclosures

a. In matters unrelated to the Debtors or these chapter 11 cases, an affiliate of Hilco is currently (i) plaintiff in a suit against Advanced Micro Devices, and (ii) complainant in an International Trade Commission suit involving Nvidia, among others, as respondent.

b. Hilco has engaged Newmark & Company Real Estate, Inc. ("Newmark") to provide certain services and consultation to Hilco in support of Hilco's performance of the Services under the Engagement Agreement. In connection therewith, and as approved by the Debtors, Hilco has agreed to pay Newmark a fee in an amount equal to thirty-five percent (35%) of the fees paid to Hilco under the Engagement Agreement.

c. In March 2023, Hilco Real Estate Appraisal, LLC ("HREA"), an affiliate of Hilco, performed real estate appraisal services for the Debtors. In March 2023, HREA received payment in full in connection with those services.

d. Affiliates of Hilco have a credit facility in place with Bank of America N.A. and JPMorgan Chase Bank, N.A., among others, for which Hilco is a guarantor.

e. Certain business operations and assets of an affiliate of Hilco were sold to Accenture in September 2021.

f. Hilco provides lease restructuring and disposition services for its commercial real estate clients. In the ordinary course of business Hilco may have transacted with one or more of the parties-in-interest identified as landlords of the Debtors on matters unrelated to the Debtors.

g. Hilco and its affiliates have in place certain insurance policies issued by Chubb and AXA XL.

h. In matters unrelated to the Debtors, Hilco and its affiliates have transacted or partnered with and/or have been represented by the following parties or professionals in matters unrelated to the Debtors and these cases: (i) Akin Gump Strauss Hauer & Feld LLP, (ii) Alixpartners, (iii) Bain Capital Credit, LP, (iv) BDO USA LLP, (v) Blue Torch, (vi) Cole Schotz P.C., (vii) Davis Polk & Wardwell, LLP, (viii) Deloitte & Touche LLP, (ix) DLA Piper, (x) Ernst & Young U.S. LLP, (xi) Fox Rothschild, LLP, (xii) FTI Consulting, (xiii) Gibson, Dunn & Crutcher LLP, (xiv) Greenberg Traurig, (xv) Guggenheim, (xvi) Holland & Knight LLP, (xvii) Houlihan Lokey Financial Advisors Inc., (xviii) Jefferies Finance LLC, (xix) Katten Muchin Rosenman LLP, (xx) Kirkland & Ellis, (xxi) Knight Frank LLP, (xxii) Latham & Watkins, LLP, (xxiii) Lazard Freres & Co., (xxiv) Macquarie Capital Funding LLC or its affiliates, (xxv) Mayer Brown, LLP, (xxvi) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, (xxvii) Polsinelli, PC, (xxviii) Pricewaterhousecoopers, LLP, and (xxix) Venable, LLP. Hilco does not believe that these connections create a conflict of interest regarding the Debtors or these cases.

i. In matters unrelated to the Debtors, Hilco and its affiliates have provided asset advisory, valuation, and/or monetization services for (or related to) the following entities: (i) Bank of America, (ii) Barclays Bank, (iii) Citibank, N.A., (iv) Citicorp North America, Inc., (v) Credit Suisse, (vi) Eplus, Inc., which may be an affiliate of Eplus Technology, Inc., (vii) HSBC Bank, (viii) JP Morgan Chase Bank, N.A., (ix) NSC Wholesale Holdings, which may be an affiliate of NSC Facility Management, (x) PNC Bank, (xi) Sandler Partners, (xii) Vertex, Inc., and (xiii) Vertiv Corporation.

j. Because of the magnitude of the entire creditor list in these cases, it is possible that Hilco may represent or may have represented other creditors of the Debtors but does not represent any such creditors in connection with these cases. Hilco presently or in the past has served as a professional person in other matters, wholly unrelated to the Debtors or these cases, in which other attorneys, accountants and other professionals of the Debtors, creditors, or other parties in interest may have also served or serve as professional persons.

Exhibit C

Morris Declaration

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Edward O. Sassower, P.C. (admitted *pro hac vice*)
Christopher Marcus, P.C. (admitted *pro hac vice*)
Derek I. Hunter (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
edward.sassower@kirkland.com
christopher.marcus@kirkland.com
derek.hunter@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and
Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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

**DECLARATION
OF MICHAEL MORRIS IN
SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF HILCO REAL
ESTATE, LLC AS REAL ESTATE CONSULTANT AND
ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF HILCO'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

I, Michael Morris, declare under penalty of perjury and pursuant to 28 U.S.C. §1746 that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Vice Chairman at Newmark & Company Real Estate, Inc. ("Newmark"), a real estate consulting and advising firm with offices at 125 Park Avenue, New York, New York 10017. I submit this declaration on behalf of Newmark in support of the application (the "Application")[1] of the above-captioned debtors and debtors in possession (the "Debtors"), for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), authorizing the Debtors to retain and employ Hilco Real Estate, LLC ("Hilco") to provide real estate consulting and advising services to the Debtors pursuant to the terms and conditions set forth in that certain real estate consulting and advisory services agreement executed on May 9, 2023 by and between Debtor Cyxtera Technologies, Inc. and Hilco (the "Engagement Agreement"), effective as of the Petition Date.

2. Hilco and Newmark are parties to an agreement, pursuant to which Newmark will provide certain services and consultation to Hilco in support of Hilco's performance of the

[1] Capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Application.

Services under the Engagement Agreement (the "HN Agreement"). Under the terms of the HN Agreement, Hilco has agreed to pay Newmark a fee in an amount equal to thirty-five percent (35%) of the fees to be paid to Hilco under the Engagement Agreement.

3. Except as otherwise stated in this Declaration, I have personal knowledge of or have relied upon the knowledge of others employed by Newmark with respect to the matters set forth herein.[2] If called to testify, I could and would testify competently to the facts set forth herein.

Newmark's Qualifications

4. I believe that Newmark and the professionals that it employs are experienced and qualified to advise in the matters for which Newmark was employed under the HN Agreement. Newmark is a world leader in commercial real estate, providing services and products that span real estate brokerage, leasing, capital markets (including investment sales), landlord or tenant representation, valuation and advisory services, and consulting, to name a few. Newmark has extensive experience solving complex real estate problems and evaluating, negotiating, and restructuring real estate lease terms. A significant portion of my work is concentrated in the negotiation of data center agreements on behalf of data center owners, operators, and users.

Services to be Rendered and Professional Compensation

5. Pursuant to the HN Agreement, Newmark will provide the following services to Hilco: Newmark will assist Hilco with the services required to be performed by Hilco under the Engagement Agreement as requested by Hilco from time to time, which shall include, but is not limited to, Newmark providing Hilco with a comprehensive review of the leasehold portfolio, coordinating with Hilco on a leasehold strategy for Hilco to present to the Debtors for review and

[2] Certain information set forth herein relates to matters (i) contained in Newmark's books and records and (ii) within the knowledge of other Newmark employees, and is based on information provided by such employees.

approval, assisting and guiding on potential lease modifications and landlord negotiations, and meeting with Hilco to provide status reports as reasonably requested by Hilco.

6. Subject to the Court's approval, the Debtors will compensate Hilco in accordance with the terms and conditions set forth in the Application and Engagement Agreement, and Hilco will pass through a portion of its fees to Newmark pursuant to the terms of the HN Agreement.

7. To the best of my knowledge, information, and belief, Newmark has not received any promises as to compensation in connection with these cases other than as outlined in the Application and the Baker Declaration.

Newmark's Disinterestedness

8. As specifically set forth below, Newmark has represented, and currently represents, certain of the Debtors' creditors or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates.

9. To check potential connections with the Debtors and other parties in interest in these chapter 11 cases, Newmark searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on Schedule 1 to the Baker Declaration (the "Potential Parties in Interest"). To the extent that this inquiry has revealed any connections to certain Potential Parties in Interest, those connections are described herein.

10. Newmark provides leasing, sales, valuation, mortgage brokerage, lease restructuring, and disposition services, among other things, for its commercial real estate clients. In the ordinary course of business, Newmark has transacted with one or more of the parties in interest identified as landlords of the Debtors on matters unrelated to the Debtors, both as the

leasing agent and tenant representative, and has acted as the advisor to Digital Realty Trust, one of the Debtors' landlords, in connection with the prior renewal of certain of the Debtors' leases. Newmark currently is involved in numerous transactions involving other landlords of the Debtors, but none involving any of the buildings in which the Debtors have leases.

11. In addition, in the ordinary course of business, an affiliate of Newmark is the national real estate representative for Lumen/Century Link, a party in interest with which the Debtors have numerous contracts unrelated to these chapter 11 cases. Newmark's scope of work for Hilco will not include any contract negotiations or other matters related to Lumen/Century Link in connection with these chapter 11 cases. Under Newmark's standard operating procedures, the information Newmark receives or creates relating to Newmark's representation of the Debtors in these chapter 11 cases will not be shared between Newmark and its affiliate. I do not believe that the Newmark affiliate's current or prior representation of Lumen/Century Link precludes Newmark from meeting the disinterestedness standard under the Bankruptcy Code.

12. Further, Newmark and its affiliates have rendered and currently render services to certain parties in interest in matters unrelated to these chapter 11 cases. In addition, an affiliate of Newmark provides appraisal services with respect to data center properties and leases and has been engaged by certain of the landlords and/or lenders of the Debtors, and may be engaged by other landlords and/or lenders of Debtors, to provide appraisals with respect to properties in which the Debtors are located. Under Newmark's standard operating procedures, the information Newmark receives and/or creates concerning Newmark's representation of the Debtors in these chapter 11 cases will not be shared between Newmark and its affiliate.

13. Newmark currently provides real estate advisory services to Digital Realty Trust and its subsidiaries, including acting as a real estate advisor to Digital Realty in three buildings in

which a Debtor is a tenant. Newmark's scope of work for Hilco will not include any lease renegotiations or other matters related to Digital Realty in connection with these chapter 11 cases.

14. Newmark currently represents, and in the past has represented, Cantor Fitzgerald Securities, a data center user that has a master services agreement for colocation and related services at one of the Debtors' locations. Newmark has not represented, and will not represent, Cantor Fitzgerald Securities in connection with any matter in these chapter 11 cases during the pendency of these chapter 11 cases.

15. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Newmark nor any employee of Newmark (i) is a creditor, equity security holder or an insider of the Debtors or (ii) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Newmark professionals expected to assist the Debtors in these chapter 11 cases are related or connected to any United States Bankruptcy Judge for the District of New Jersey, the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee.

16. As part of its diverse global activities, Newmark may be involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, Newmark may have in the past, and may in the future, advised and/or have been represented by several attorneys, law firms, and other professionals, some of whom may be involved in these chapter 11 cases. Finally, Newmark may have in the past, and will likely in the future, be working with or against other professionals involved in these chapter 11 cases in matters wholly unrelated to these chapter 11 cases. Based upon my current knowledge of the professionals involved in these chapter 11 cases, and to the best of my knowledge, none of

these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Newmark is to be employed, and none are in connection with these chapter 11 cases.

17. Other than as disclosed herein, Newmark has no relationship with the Debtors of which I am aware after due inquiry.

18. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these chapter 11 cases. Consequently, although every reasonable effort has been made to discover Newmark's connections with the Potential Parties in Interest, Newmark is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these chapter 11 cases. If Newmark discovers any information that is contrary or pertinent to the statements made herein, Newmark will promptly disclose such information to the Court.

19. During the ninety (90) days before the Petition Date, Newmark has not been paid any fees and expenses due under the HN Agreement.

20. For the reasons set forth in this Declaration, Newmark believes that it (a) is a disinterested person as defined in the Bankruptcy Code and (b) does not hold or represent any interest adverse to the Debtors' estates.

[*Remainder of page intentionally left blank*]

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

Dated: July 3, 2023

/s/ Michael Morris
Michael Morris
Vice Chairman
Newmark & Company Real Estate, Inc

Schedule 1

Potential Parties in Interest

[This information can be found at Schedule 1 to the Baker Declaration.]