



pp

COURT FILE NUMBER 2301-07385
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary

C120942

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

AND IN THE MATTER OF CYXTERA TECHNOLOGIES, INC.,
CYXTERA CANADA, LLC, CYXTERA COMMUNICATIONS
CANADA, ULC and CYXTERA CANADA TRS, ULC

APPLICANTS CYXTERA TECHNOLOGIES, INC., CYXTERA CANADA, LLC,
CYXTERA COMMUNICATIONS CANADA, ULC AND
CYXTERA CANADA TRS, ULC

DOCUMENT **CLOSING CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue S.W.
Calgary, AB T2P 4K9
Telephone (403) 298-1946
File No. A171290
Attention: Tom Cumming/Sam Gabor/Stephen Kroeger

RECITALS

1. Cyxtera Technologies, Inc. (“CTI”), in its capacity as foreign representative (in such capacity, the “**Foreign Representative**”) of Cyxtera Canada LLC (“**Cyxtera LLC**”), Cyxtera Communications Canada, ULC (“**Communications ULC**”) and Cyxtera Canada TRS, ULC (together with Cyxtera LLC and Communications ULC, the “**Canadian Debtors**”) commenced cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Bankruptcy Code (the “**US Bankruptcy Code**”) before the United States Bankruptcy Court for the District of New Jersey (the “**US Bankruptcy Court**”) on June 4, 2023.

2. On June 7, 2023, the Honourable Mr. Justice B. Nixon of the Court of King's Bench of Alberta, Judicial District of Calgary (the “**Court**”) pronounced the following Orders under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”): (a) an Order (the “**Recognition Order**”), *inter alia*, (i) recognizing Cyxtera Technologies Inc. as foreign

representative of the Debtors for the purposes of s. 45(1) of the CCAA and the Chapter 11 Cases as foreign proceedings, (ii) recognizing each of the Canadian Debtor's main interest is in the United States of America and Chapter 11 Cases are foreign main proceedings for the purposes of s. 45(1) of the CCAA; and (b) an Order, *inter alia*, appointing Alvarez and Marsal Canada Inc. as an information officer of this Court in these recognition proceedings.

3. Pursuant to an asset purchase agreement dated as of October 30, 2023 (the “**Cologix APA**”) by and among Cologix Canada, Inc. (“**Cologix**”) and Communications ULC, Communications ULC agreed to sell and Cologix agreed to purchase the Acquired Assets (the “**Cologix Transaction**”). Capitalized terms not otherwise defined in this Closing Certificate have the meanings given to them in the Cologix APA.

4. On November 21, 2023, the Honourable Mr. Justice B. Nixon of the Court pronounced an Order (the “**Cologix Recognition Order**”) (a) recognizing and giving effect in Canada to an Order of the US Bankruptcy Court (i) authorizing Communications ULC to enter into and perform its obligations under the Cologix APA, (ii) approving the sale of the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances, (iii) approving the assumption and assignment of the Assigned Contracts and Acquired Leases (collectively the “**Agreements**”), and (iv) granting related relief (the “**Canada Sale Order**”); and (b) (i) vesting the Acquired Assets in Cologix on the terms set out therein, (ii) assigning the Agreements to Cologix; and (c) providing the additional relief described herein.

5. On November 21, 2023, the Honourable Mr. Justice B. Nixon of the Court also pronounced an Order (the “**Confirmation Recognition Order**”) recognizing an Order of the US Bankruptcy Court (the “**Confirmation Order**”) which among other things approved the asset purchase agreement dated as of October 31, 2023 by and among Phoenix Data Center Holdings LLC as purchaser (“**Phoenix**”), CTI, the Canadian Debtors and their affiliated corporations as sellers (the “**Brookfield APA**”).

6. Under the Brookfield APA, the Acquired Assets (as defined in the Brookfield APA) purchased by Phoenix (the “**Brookfield Acquired Assets**”) include the Acquired Assets under the Cologix APA and the Assigned Contracts (as defined in the Brookfield APA) include the Cologix APA. Under section 2.1(c) of the Brookfield APA, if the Cologix Transaction is consummated before the closing under the Brookfield APA (the “**Brookfield Transaction Closing**”), or prior to the date that is ninety (90) days following the Brookfield Transaction Closing (the “**Specified Date**”), then the Acquired Assets under the Cologix APA shall be deemed to be Excluded Assets (as defined in the Brookfield APA) and the Cologix APA shall be deemed to be an Excluded Contract (as defined in the Brookfield APA).

7. Under paragraph 5 of the Cologix Recognition Order, the Chief Restructuring Officer (“**CRO**”) or Deputy Chief Restructuring Officer (“**DCRO**”) of Communications ULC is authorized and directed to deliver to Cologix and Phoenix, file with the Court and serve a copy of this Closing Certificate on the service list maintained by the Foreign Representative and the Canadian Debtors in these recognition proceedings (the “**Service List**”) confirming that other than the vesting and conveyance of the Acquired Assets and the assignment and transfers of the Agreements becoming effective in accordance with the Cologix Recognition Order (the “**Vesting Conditions**”):

- (a) the conditions precedent in the Cologix APA *have* been satisfied or waived in accordance with the Cologix APA before Brookfield Transaction Closing; or alternatively,
- (b) *have not* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing but *have* been satisfied or waived prior to Specified Date; or further alternatively,
- (c) *have not* been satisfied or waived by the Specified Date.

8. Under paragraph 6 of the Cologix Recognition Order, if the conditions precedent in the Cologix APA, other than the Vesting Conditions, *have* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing, the CRO or DCRO of Communications ULC is authorized and directed to (i) strike out **paragraphs B and C** of the certifications in this Closing Certificate, (ii) deliver this Closing Certificate to Cologix and Phoenix, whereupon the Acquired Assets shall vest in Cologix in accordance with the Cologix Recognition Order, and (iii) file with the Court and serve on the Service List this Closing Certificate confirming the completion of the closing of the Cologix Transaction before the Brookfield Transaction Closing.

9. In the alternative, under paragraph 7 of the Cologix Recognition Order, if the conditions precedent in the Cologix APA, other than the Vesting Conditions, *have not* been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing but *have been* satisfied or waived by the Specified Date, the CRO or DCRO of Communications ULC is authorized and directed to (i) strike out **paragraphs A and C** of the certifications in this Closing Certificate, (ii) deliver this Closing Certificate to Cologix and Phoenix, whereupon the Acquired Assets shall vest in Cologix in accordance with the Cologix Recognition Order, and (iii) file this Closing Certificate with the Court and serve it on the Service List confirming the completion of the closing of the Cologix Transaction by the Specified Date.

10. In the further alternative, under paragraph 8 of the Cologix Recognition Order, if the conditions precedent in the Cologix APA, other than the Vesting Condition, *have not* been satisfied or waived in accordance with the Cologix APA by the Specified Date, the CRO or DCRO of Communications ULC is authorized and directed to (i) strike out **paragraphs A and B** of the certifications in this Closing Certificate, (ii) deliver this Closing Certificate to Cologix and Phoenix resulting in the Acquired Assets being retained by Phoenix pursuant to the Brookfield APA, and paragraphs 9 and 11 to 21 of the Cologix Recognition Order ceasing to be of any force or effect, and (iii) file this Closing Certificate with the Court and serve it on the Service List confirming the non-completion of the closing of the Cologix Transaction by the Specified Date.

11. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Cologix APA.

THE DCRO OF COMMUNICATIONS ULC CERTIFIES THE FOLLOWING:

A. The conditions precedent in the Cologix APA, other than the Vesting Conditions, have been satisfied or waived in accordance with the Cologix APA before the Brookfield Transaction Closing.

~~B. — The conditions precedent in the Cologix APA have not been satisfied or waived in accordance with the terms and conditions of the Cologix APA by the Brookfield Transaction Closing but, other than the Vesting Conditions, have been satisfied or waived by the Specified Date.~~

~~C. — The conditions precedent in the Cologix APA, other than the Vesting Conditions, have not been satisfied or waived in accordance with the terms and conditions of the Cologix APA by the Specified Date.~~

This Certificate was delivered by the DCRO of Communications ULC at ^{10:00 PM}MT on December 7, 2023.



Name: Raymond Li
Title: Deputy Chief Restructuring Officer